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<td>Executive</td>
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**TITLE OF DOCUMENT:**
Ordinance establishing the Wildlife Advisory Committee

**ATTACHMENTS:**

**SEPA review required?**  ( ) Yes  ( ) NO  **Should Clerk schedule a hearing?**  ( ) Yes  ( ) NO
**SEPA review completed?**  ( ) Yes  ( ) NO  **Requested Date:**

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)
Ordinance establishing the Wildlife Advisory Committee

**COMMITTEE ACTION:**
5/26/2015: Amended, discussed and held in Committee
6/9/2015: Discussed and held in Committee

**COUNCIL ACTION:**
5/26/2015: Held in Committee
6/9/2015: Held in Committee

**Related County Contract #:**
**Related File Numbers:**
**Ordinance or Resolution Number:**

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
Memorandum

TO: The Honorable Whatcom County Council

FROM: Mark Personius, PDS, Assistant Director

DATE: June 2, 2015

SUBJECT: Wildlife Advisory Committee – PDS Comments

We would like to thank Council for the opportunity to comment on the proposed Wildlife Advisory Committee (WAC).

PDS already serves and/or staffs more than a dozen “advisory committees” (including the Critical Areas CAC and TAC) as well as the Planning Commission and County Council on a bi-monthly to quarterly basis. We fully appreciate the importance of and support a strong public participation program when it comes to planning issues. However, coordination of those efforts as well as the commitment of public resources are vital considerations to improving the efficiency of our public involvement strategies. PDS is concerned that establishing a new permanent Wildlife Advisory Committee (WAC) will permanently draw additional staff resources away from other existing programs and/or could duplicate the efforts of other existing advisory committees. If the goal is to inform the 2016 Comp Plan Update and/or implementation of the WRIA 1 Nooksack Watershed Management Plan, then the WAC should be created to serve those purposes and in that time period, specifically, as needed.

We understand the mission of the WAC is to advise the Whatcom County Council and the Whatcom County Planning and Development Services Department on wildlife and habitat issues as they relate to the Whatcom County Comprehensive Plan, with the goal of integrating wildlife management and protection into the community planning process.

Based on Council discussion and public input at the May 26, 2015 Natural Resources Committee meeting, PDS recommends:

- Create the Wildlife Advisory Committee (WAC) as a temporary committee to provide input to the 2016 Comprehensive Plan Update process specifically to
update/prepare an “Existing Conditions Report” to evaluate the status and condition of the County’s ecosystems, including wildlife habitat. A Resolution may be more appropriate than an Ordinance for this type of Committee.

- According to public-interest testimony, the main mission of the WAC would be to update the technical work completed in the past (inventory and analysis of wildlife habitat and management activities); assess the status of those habitats (How are they functioning? Are they primarily on public or private lands?); and make recommendations on what voluntary actions the County and/or landowners could take to protect/preserve those habitats.

- PDS assumes no funds will be budgeted separately for the WAC. From public-interest testimony, it appears County Council and the WAC anticipate that staff support from PDS (or other departments) be limited to GIS, technical data collection and meeting and record-keeping coordination, as required to meet the Open Public Meetings Act (OPMA). Since PDS staff resources and current biennial budget do not account for this staff support, we anticipate the need for an additional 0.25-0.5 FTE to support the WAC. PDS has an existing qualified part-time staff member that could serve the WAC—without having to hire additional new staff—were that position’s hours increased accordingly. PDS would recommend using Conservation Futures funds to pay for that additional conservation planning related staff work, anticipated to include:

  - Help the committee understand its role
  - Provide timely opportunities for committee members to comment on policy
  - Provide timely communication on emerging issues
  - Schedule meetings in consultation with the WAC and provide meeting places
  - Provide background and other briefing material
  - Facilitate meetings and conference calls as needed
  - Develop meeting agendas and minutes
  - Communicate the committee comments, views, and perspectives to Whatcom County leadership prior to decision-making
  - Provide feedback regarding how the Whatcom County uses committee input
  - Prepare any reports for which the committee is responsible

- The WAC is intended to be comprised primarily of technical experts in the field of wildlife management who will be charged with the responsibility of updating the existing ecosystem inventory and analysis. Federal, state, and tribal agency staff appointments appear to be required as part of the proposed WAC as well. Have these agencies been consulted as to their availability and agreement to populate and commit to the WAC’s mission? Should the entire 11-member WAC and not just the 7-member “Technical
update/prepare an “Existing Conditions Report” to evaluate the status and condition of the County’s ecosystems, including wildlife habitat. A Resolution may be more appropriate than an Ordinance for this type of Committee.

- According to public-interest testimony, the main mission of the WAC would be to update the technical work completed in the past (inventory and analysis of wildlife habitat and management activities); assess the status of those habitats (How are they functioning? Are they primarily on public or private lands?); and make recommendations on what voluntary actions the County and/or landowners could take to protect/preserve those habitats.

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Advisory Sub-Committee make management recommendations, as presently indicated in proposed Exhibit A, Section 2.118.030.C.?

Anticipated 2015-2016 Wildlife Advisory Committee (WAC) roles, responsibilities and major tasks:

2015 Tasks

- Recruit Wildlife Advisory Committee members (newspaper article, personal communications, set up website)
- Set up first meeting (find location, time, etc.)
- Set up regular meetings after conferring with WAC
- WAC to develop Existing Conditions Report - This report will provide an initial inventory, characterization, and assessment of fish and wildlife populations, communities, and habitats in Whatcom County. It will be compiled from existing maps, documents, and information collected from community partners and available resources.
  - Research and compile existing relevant information regarding wildlife populations, distributions, habitat requirements, threats.
  - Compile list of other agencies’ and groups’ efforts, jurisdictions, etc.
  - Create maps of info
  - Identify data gaps

2016-Beyond

- Using best available science, make 2016 Comprehensive Plan Update management recommendations on how to provide and protect appropriate habitat conditions for Whatcom County wildlife. Recommendations may include conservation subdivision design, wildlife corridors, landscape ecological planning, wildlife management and efforts to minimize or avoid human/wildlife conflict
- Provide Annual Report to County Council
- Provide periodic updates to the Existing Conditions Report
ORDINANCE NO. ______

ESTABLISHING WHATCOM COUNTY CODE 2.118, CREATING THE WHATCOM COUNTY WILDLIFE ADVISORY COMMITTEE

WHEREAS, the Washington State Growth Management Act (GMA) requires Whatcom County to engage in comprehensive land use planning; and

WHEREAS, the GMA indicates that Whatcom County’s comprehensive land use planning efforts should foster land use patterns and develop a local vision of rural character that will be compatible with the use of the land by wildlife and for fish and wildlife habitat; and

WHEREAS, goal nine (9) of the GMA, in Revised Code of Washington (RCW) 36.70A.020, is to retain open space, enhance recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks and recreation facilities; and

WHEREAS, in RCW 36.70A.160, the GMA directs local governments to identify open space corridors within and between urban growth areas useful for recreation, wildlife habitat, trails and connections between critical areas; and

WHEREAS, habitat conservation areas must be identified, designated and protected through the use of best available science, according to RCW 36.70A.172; and

WHEREAS, goal eleven (11) of the GMA is to encourage the involvement of citizens in the planning process and ensure coordination between communities and jurisdictions to reconcile conflicts; and

WHEREAS, Whatcom County is required by RCW 36.70A.130(1) to regularly review and update the comprehensive plan, with the latest update due by June 30, 2016; and

WHEREAS, Whatcom County staff recommends revisions and amendments based on several elements and objectives, including updating the narrative and policies to address current issues and planning initiatives or to reflect new policy direction; and

Page 1
WHEREAS, Whatcom County citizens have expressed to the County Council their desire for the County to incorporate wildlife management and conservation planning for fish and wildlife habitat into the Whatcom County land use planning process; and

WHEREAS, the Whatcom County Council would benefit from the advice and recommendations of those with background and technical expertise, including but not limited to, in wildlife management, conservation science, and wildlife biology and citizen science, when making land use policy decisions.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Whatcom County Code 2.118, creating the Whatcom County Wildlife Advisory Committee, is hereby established as outlined in Exhibit A of this ordinance.

ADOPTED this ____ day of __________, 2015.

ATTEST:

Dana Brown-Davis, Clerk of the Council

Carl Weimer, Council Chair

APPROVED AS TO FORM:

Civil Deputy Prosecutor

Jack Louws, County Executive

( ) Approved  ( ) Denied

Date Signed: ____________________
Chapter 2.118
WILDLIFE ADVISORY COMMITTEE

Sections:
2.118.010 Established
2.118.020 Purpose
2.118.030 Function
2.118.040 Qualifications
2.118.050 Membership
2.118.060 Term of Office
2.118.070 Organization – Meetings
2.118.080 Committee Staffing

2.118.010 Established.
The Wildlife Advisory Committee is hereby established.

2.118.020 Purpose.
The committee will advise the Whatcom County Planning and Development Services Department staff and the Whatcom County Council on the value of wildlife and habitat management issues as they relate to the Whatcom County Comprehensive Plan, with the goal of integrating wildlife management and protection into the community planning process.

2.118.030 Function.
A. The committee will provide recommendations on integrating wildlife management and protection issues relative to fulfilling goal nine (9) of the Washington State Growth Management Act (GMA): to retain open space, enhance recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks and recreation facilities. The full committee shall provide an annual report once each calendar year beginning in 2016.

B. It is understood that the community has limited resources, it is unlikely that it will be possible to treat all species equally, competing interests exist between humans and the natural environment, and competing interests exist between one local native species and another. Therefore, the committee will make recommendation as how best to balance these competing interests and ideally will provide a cost benefit analysis associated with each recommendation.

BC. The Technical Advisory sub-committee, as defined in Section 2.118.050(B), will:

i. Prior to the end of 2015, develop the initial inventory, characterization, and assessment, which includes an analysis of
risk, of existing ecosystem conditions (Existing Condition Report), and to make management recommendations using best available science that will provide appropriate habitat conditions for local species, with an emphasis on biodiversity and healthy ecosystem processes and functions. This may include recommendations regarding wildlife corridors, landscape ecological planning, wildlife management, avoiding human/wildlife conflict.

ii. Continue to provide periodic updates to the Existing Condition Report or to address technical questions from the Whatcom County Council, Whatcom County staff, or the Wildlife Management Committee.

2.118.040 Qualifications.
To qualify for County Council appointment to fill any vacancy on a board, committee, or commission, a person shall be a qualified registered voter and be a resident of the district or a member or employee of the agency or group he or she is appointed to represent.

2.118.050 Membership.

A. The committee shall consist of 11 members.

B. The County Council will appoint seven of the 11 members following the adoption of this ordinance to serve as a Wildlife Technical Advisory sub-committee of the full Wildlife Advisory Committee. These seven members will have technical expertise in wildlife and habitat management or current or past professional experience such as, but not limited to, at least one of the following: wetlands manager, wildlife biologist, population biologist, natural resources manager, watershed scientist, conservation specialist, urban forestry protection, and citizen science. Two of these seven members may be tribal representatives.

C. The Whatcom County Council will appoint the remaining four members during its annual board and committee appointment process in January 2016.

D. The committee members shall serve without compensation.

2.118.060 Term of Office.

A. Initial Staggered Terms:

i. Three of the initial seven Technical Members shall initially serve a term ending on January 31, 2018.

ii. Four of the initial seven Technical Members shall initially serve a term ending on January 31, 2019.

B. Thereafter, all eleven (11) member terms will be four years.
2.118.070 Organization – Meetings.

A. Meetings of the committee shall be open and accessible to the public and shall be subject to the Open Public Meetings Act.

B. The committee shall determine its own meeting schedule, but shall meet at least monthly.

C. The committee shall be responsible for taking complete and accurate written records.

D. Whatcom County staff shall be responsible for assuring the meetings are audio recorded.

E. Written and audio recordings of meetings, resolutions, findings, and recommendations shall be kept, and such records shall be public.

F. The committee shall comply with Whatcom County Code 2.03 – Boards and Commissions.

G. The committee shall adopt its own rules and procedures for the conduct of business.

H. The committee shall elect a chairperson from among its members who shall preside at its meetings.

2.118.080 Committee Staffing.

A. The Whatcom County Planning and Development Services Department and Whatcom County Public Works Department shall provide geographic information system (GIS) data and other information to the committee as requested.

B. The Whatcom County Planning and Development Services Department and the Whatcom County Public Works Department shall provide technical assistance and assist with meeting coordination.
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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**RECEIVED**

**JUN 02 2015**

**WHATCOM COUNTY COUNCIL**

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**TITLE OF DOCUMENT:** 2015 Supplemental Budget Request #7

**ATTACHMENTS:** Ordinance, Memoranda & Budget Modification Requests

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<th>SEPA review required?</th>
<th>( ) Yes</th>
<th>( X ) NO</th>
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<th>( ) Yes</th>
<th>( X ) NO</th>
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**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Supplemental #7 requests funding from the Jail Fund:

1. To appropriate $25,000 to fund Jail Incarceration Prevention and Reduction Task Force. From the Mental Health / Chemical Dependency Fund:
2. To appropriate $75,000 to fund Jail Incarceration Prevention and Reduction Task Force. From the Real Estate Excise Tax Fund I:
3. To appropriate $113,400 to fund Sun House project from donation proceeds.

---

**COMMITTEE ACTION:**

---

**COUNCIL ACTION:**

6/9/2015: Introduced 7-0

---

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**
ORDINANCE NO.
AMENDMENT NO. 7 OF THE 2015 BUDGET

WHEREAS, the 2015-2016 budget was adopted November 25, 2014; and,
WHEREAS, changing circumstances require modifications to the approved 2015-2016 budget; and,
WHEREAS, the modifications to the budget have been assembled here for deliberation by the Whatcom County Council.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the 2015-2016 Whatcom County Budget Ordinance #2014-065 is hereby amended by adding the following additional amounts to the 2015 budget included therein:

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<th>Fund</th>
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<tr>
<td>Jail Fund</td>
<td>25,000</td>
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<td>25,000</td>
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<tr>
<td>Mental Health / Chemical Dependency Fund</td>
<td>75,000</td>
<td>(25,000)</td>
<td>50,000</td>
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<td>Real Estate Excise Tax Fund I</td>
<td>113,400</td>
<td>(113,400)</td>
<td>-</td>
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<tr>
<td>Total Supplemental</td>
<td>213,400</td>
<td>(138,400)</td>
<td>75,000</td>
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ADOPTED this ____ day of ___________________, 2015.

ATTEST:

Dana Brown-Davis, Council Clerk

Carl Weimer, Chair of the Council

APPROVED AS TO FORM:

( ) Approved    ( ) Denied

Jack Louws, County Executive

Date: _______________________
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<th>Department/Fund</th>
<th>Description</th>
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<th>(Increased) Decreased Revenue</th>
<th>Net Effect to Fund Balance (Increase) Decrease</th>
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<tr>
<td>Jail Fund</td>
<td>To fund Jail portion of Jail Incarceration and Prevention Task Force.</td>
<td>25,000</td>
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<td>25,000</td>
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<td>Mental Health / Chemical Dependency Fund</td>
<td>To fund Incarceration Prevention and Reduction Task Force.</td>
<td>75,000</td>
<td>(25,000)</td>
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<tr>
<td>Real Estate Excise Tax Fund I</td>
<td>To fund Sun House project from donation proceeds.</td>
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<td>(113,400)</td>
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<td><strong>Total Supplemental</strong></td>
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<td><strong>213,400</strong></td>
<td><strong>(138,400)</strong></td>
<td><strong>75,000</strong></td>
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Supplemental Budget Request

Non-Departmental

Expenditure Type: One-Time Year 1 2015 Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: Jail Incarceration and Prevention Task Force

X

Department Head Signature (Required on Hard Copy Submission) Date 5/28/15

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| Request Total | $25,000 |

1a. Description of request:
The Incarceration Prevention and Reduction Task Force comprised of citizens and officials, is charged with providing the County Council and County Executive advice on the location, construction, funding, and operation of a new or expanded multi-purpose diversion crisis and triage center, which is intended to reduce unnecessary jail utilization and reduce recidivism, by providing safe and effective medical, mental health and substance abuse services. This request will fund the Jail-related portion of the Task Force's costs - see related Suppl #1976 for the entire Task Force budget in the Mental Health/Chemical Dependency Fund.

1b. Primary customers:
Whatcom County taxpayers and citizens affected by mental illness.

2. Problem to be solved:
County government has the responsibility to the taxpayers to identify opportunities to make near term investments that offer substantial long term savings by reducing the costs of criminal justice and incarceration programs as well as community funded physical and mental health responsibilities.

3a. Options / Advantages:

3b. Cost savings:
To be researched and determined by the Task Force.

4a. Outcomes:
The County intends to construct and operate a new or expanded multi-purpose diversion crisis triage center, in parallel with the construction of the new county wide jail facility and intends to reduce long-term jail populations and reduce recidivism, by providing safe and effective medical, mental health and substance abuse services to individuals in need of such services.

4b. Measures:
A new Jail and Triage center will be constructed.

5a. Other Departments/Agencies:
The Health Department - The Incarceration and Prevention Task Force will work closely with the Health Department
The Sheriff's Office
The Executive Office - will provide some support to the Task Force

5b. Name the person in charge of implementation and what they are responsible for:
A new Jail and Triage center will be constructed.

6. Funding Source:
<table>
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<td>1977</td>
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<td>118115</td>
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- $50,000 will be funded through the Behavioral Health / Chemical Dependency Fund
- $25,000 will be funded through the Jail Fund
Supplemental Budget Request

Non-Departmental

Supp' ID #: 1976  Fund: 124  Cost Center: 124410  Originator: Tawni Helms

Expenditure Type: One-Time  Year 1  2015  Add'l FTE  Add'l Space  Priority 1

Name of Request: Incarceration Prevention and Reduction Task Force

X

Department Head Signature (Required on Hard Copy Submission)  Date

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1a. Description of request:

The Incarceration Prevention and Reduction Task Force comprised of citizens and officials, is charged with providing the County Council and County Executive advice on the location, construction, funding, and operation of a new or expanded multi-purpose diversion crisis and triage center, which is intended to reduce unnecessary jail utilization and reduce recidivism, by providing safe and effective medical, mental health and substance abuse services.

1b. Primary customers:

Whatcom County taxpayers and citizens affected by mental illness.

2. Problem to be solved:

County government has the responsibility to the taxpayers to identify opportunities to make near term investments that offer substantial long term savings by reducing the costs of criminal justice and incarceration programs as well as community funded physical and mental health responsibilities.

3a. Options / Advantages:

3b. Cost savings:

To be researched and determined by the Task Force.

4a. Outcomes:

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4b. Measures:

A new Jail and Triage center will be constructed.

5a. Other Departments/Agencies:

The Health Department - The Incarceration and Prevention Task Force will work closely with the Health Department.
The Sheriff's Office
The Executive Office - will provide some support to the Task Force.

5b. Name the person in charge of implementation and what they are responsible for:

Health Department - Anne Deacon - Interface with the Task Force
Executive Office - Task Force appointments

6. Funding Source:

Wednesday, May 27, 2015
Supplemental Budget Request

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$50,000 will be funded through the Behavioral Health / Chemical Dependency Fund
$25,000 will be funded through the Jail Fund
Supplemental Budget Request

Administrative Services

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Name of Request: Sun House Project

Department Head Signature (Required on Hard Copy Submission) 5/28/15

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<th>Object</th>
<th>Object Description</th>
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<tr>
<td></td>
<td>4367.1000</td>
<td>Donations</td>
<td>($100,000)</td>
</tr>
<tr>
<td></td>
<td>4367.1000</td>
<td>Donations</td>
<td>($13,400)</td>
</tr>
<tr>
<td></td>
<td>7350</td>
<td>Buildings &amp; Structures</td>
<td>$113,400</td>
</tr>
<tr>
<td>Request Total</td>
<td></td>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

1a. Description of request:

AS-Facilities will be managing the Sun House Renovation Project on behalf of Sun Community Services. The County owns the building. Renovations and repairs will include replacing the boiler and water heater, rebuilding the front porch and repairing rot, replacing a panic door and doorframe, replacing cabinetry and flooring in the kitchen, replacing windows, gutters and downspouts, adding a drain, installing bathtub doors, replacing carpeting in all bedrooms and on the main floor, recaulking siding and trim, tuck pointing the brick chimney, painting siding and trim and replacing 2 commercial refrigerators. In addition to $100,000 of REET funding already budgeted in the 2015 budget, this project will be funded by two external donations for a total project amount of $213,400. The two external donations are from the Bellingham Rotary Club ($100,000) and the Chuckanut Health Foundation ($13,400). Sun House is located at 515 Chestnut Street, Bellingham WA.

1b. Primary customers:

Transitional housing for the chronically homeless mentally ill with local incarceration history

2. Problem to be solved:

The Sun House is a 100 year old building that needs critical repairs to prolong it's life and survivability and reduce the demands on the Jail.

3a. Options / Advantages:

Building a new facility would be more costly than making the needed repairs to the existing building.

3b. Cost savings:

Whatcom County Facilities Management will be acting as the General Contractor on this project. This will reduce the overhead and profit that would normally be paid.

4a. Outcomes:

We hope to see another 100 years of use from this building.

4b. Measures:

The completion of this project will provide the needed space for Transitional housing for the chronically homeless mentally ill with local incarceration history.

5a. Other Departments/Agencies:

Facilities Management will be working on this project.

5b. Name the person in charge of implementation and what they are responsible for:

Michael Russell

6. Funding Source:

Thursday, May 28, 2015

Rpt: Rpt Suppl Regular
Supplemental Budget Request

<table>
<thead>
<tr>
<th>Administrative Services</th>
<th>Facilities Management</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Supp ID # 1974</strong></td>
<td><strong>Fund 326</strong></td>
</tr>
<tr>
<td><strong>Cost Center 515004</strong></td>
<td><strong>Originator: Michael Russell</strong></td>
</tr>
</tbody>
</table>

REET (already budgeted) plus significant community donations (Rotary and Chuckanut Health Foundation).
**TITLE OF DOCUMENT:** Flood Control Zone District and Subzones 2015 Supplemental Budget Request #3

**ATTACHMENTS:** Resolution, Memoranda and Budget Modification Requests

**SEPA review required?** ( ) Yes  ( ) NO  
**SEPA review completed?** ( ) Yes  ( ) NO

<table>
<thead>
<tr>
<th>Should Clerk schedule a hearing?</th>
<th>( ) Yes  ( ) NO</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Requested Date:</strong></td>
<td></td>
</tr>
</tbody>
</table>

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Supplemental #3 requests funding from the Flood Control Zone District Fund:

1. To appropriate $25,000 in additional funding for the Aquatic Invasive Species Program.

**COMMITTEE ACTION:**

**BOARD OF SUPERVISORS ACTION:**
6/9/2015: Introduced 7–0 (Council acting as the FCDZDBS)

**Related County Contract #:**  | **Related File Numbers:**  | **Ordinance or Resolution Number:**  
--- | --- | ---

**Please Note:** Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).
RESOLUTION NO. 1
(A resolution of the Whatcom County Flood Control Zone District Board of Supervisors)

AMENDMENT NO. 3 OF THE 2015 BUDGET

WHEREAS, the 2015 budget for the Whatcom County Flood Control Zone District and Subzones was adopted November 25, 2014; and,

WHEREAS, changing circumstances require modifications to the approved 2015 budget; and,

WHEREAS, the modifications to the budget have been assembled here for deliberation by the Board of Supervisors,

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Flood Control Zone District Board of Supervisors that the 2015 budget as approved in Resolution 2014-063 is hereby amended by adding the following additional amounts to the budgets included therein:

<table>
<thead>
<tr>
<th></th>
<th>Expenditures</th>
<th>Revenues</th>
<th>Net Effect</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flood Control Zone District</td>
<td>25,000</td>
<td>-</td>
<td>25,000</td>
</tr>
<tr>
<td>Total Supplemental</td>
<td>25,000</td>
<td>-</td>
<td>25,000</td>
</tr>
</tbody>
</table>

ADOPTED this ___ day of ________________________, 2015

WHATCOM COUNTY FCZD
BOARD OF SUPERVISORS
WHATCOM COUNTY, WASHINGTON

ATTEST:

Dana Brown-Davis, Council Clerk

Carl Weimer, Chair of the Board of Supervisors

APPROVED AS TO FORM:

[Signature]

Civil Deputy Prosecutor

I:\BUDGET\SUPPLS\2015_Suppl\FCZDRes#2015-3.docx
<table>
<thead>
<tr>
<th>Flood Control Zone District and Subzones Supplemental #3</th>
<th>Expenditures</th>
<th>Revenues</th>
<th>Fund Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flood Control Zone District</td>
<td>25,000</td>
<td>-</td>
<td>25,000</td>
</tr>
<tr>
<td>To provide additional funding for the Aquatic Invasive Species Program</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Supplemental</td>
<td>25,000</td>
<td>-</td>
<td>25,000</td>
</tr>
</tbody>
</table>
TO:        Jack Louws, County Executive

THROUGH:   Jon Hutchings, Director

FROM:      Gary Stoyka, Natural Resources Manager

DATE:      May 1, 2015

SUBJECT:   Supplemental Budget Request

The Public Works Natural Resources Division is requesting supplemental budget authority for the following program for FY 2015.

- The Public Works Department has partnered with the City of Bellingham and the Lake Whatcom Sewer District to provide boat inspection services and outreach to watercraft users as part of the Aquatic Invasive Species Program (AIS) on Lake Whatcom and Lake Samish. Under the Interlocal Agreement, Whatcom County will reimburse the City for managing and operating the AIS Program. The City will also coordinate education and outreach activities throughout the County.

- The total cost of the 2015 AIS program was not known when the 2015 budget was established and $70,000 was set aside for the 2015 season. The City of Bellingham just recently determined the budget for the 2015 budget season with the County’s portion being $95,000.

- This supplemental budget request will allow the County to implement the AIS program, as described in the AIS ordinance (2.27A.020) for the 2015 boating season.

Please contact Gary Stoyka at extension 50618 if there are any questions or concerns regarding this Supplemental Budget request.
Supplemental Budget Request

Public Works  Natural Resources

<table>
<thead>
<tr>
<th>Supp ID #</th>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator</th>
</tr>
</thead>
<tbody>
<tr>
<td>169</td>
<td>169120</td>
<td></td>
<td>Gary Stoyka</td>
</tr>
</tbody>
</table>

Expenditure Type: One-Time  Year 1 2015  Add'l FTE □ Add'l Space □ Priority 1

Name of Request: 2015 AIS Program Operations

X 5/7/15
Department Head Signature (Required on Hard Copy Submission)  Date

<table>
<thead>
<tr>
<th>Costs:</th>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>7210</td>
<td>Intergov Prof Svcs</td>
<td>$25,000</td>
<td></td>
</tr>
</tbody>
</table>

Request Total $25,000

1a. Description of request:
Whatcom County has partnered with the City of Bellingham and the Lake Whatcom Water & Sewer District to implement an Aquatic Invasive Species Program (AIS) on Lake Whatcom and Lake Samish. The City of Bellingham operates the inspection program on these two lakes on behalf of all three partners. Bellingham provides inspectors, an AIS coordinator, education & outreach materials, inspection and decontamination equipment and supplies, and water quality testing services under an interlocal agreement with the County. The money provided in this supplemental budget request is to compensate the City of Bellingham for Whatcom County’s portion of the cost to implement the program for the 2015 boating season.

1b. Primary customers:
Boaters that use Lake Whatcom and Lake Samish.

2. Problem to be solved:
The total cost of the 2015 AIS program was not known when the 2015 budget was established, a budget of $70,000, in November 2013. The City of Bellingham just recently determined the budget for this expanded program for the 2015 budget season. Whatcom County’s portion is $95,000. This supplemental budget request provides the remaining $25,000 of Whatcom County’s portion of the program funding.

3a. Options/Advantages:
Whatcom County is relying on the City of Bellingham to implement the boat inspection program for 2015. County staff have worked with the City to keep cost increases associated with this program expansion to a minimum. The Council could decide not to fund these activities in 2015 or the Council could decide to increase permit fees to cover this difference.

3b. Cost savings:
This is the only option that allows a coordinated response to the threat of AIS to Lake Whatcom and other county lakes. The costs of not implementing the expanded AIS program could be the introduction of zebra and/or quagga mussels into Lake Whatcom that could result in expenses to water suppliers, the loss of recreational opportunities, and losses in property values.

4a. Outcomes:
This supplemental budget request will allow the County to implement the expanded AIS program, as described in the revised AIS ordinance, for the 2015 boating season.

4b. Measures:
The AIS inspection program will be implemented on Lakes Whatcom and Samish during 2015, including the inspection and permitting of motorized and non-motorized boats, and providing incentives for lake users to take an online AIS awareness course. A year-end report will be prepared which quantifies the number of inspections performed, permits issued, outreach conducted, and decontaminations conducted.

Thursday, April 30, 2015

Rpt: Rpt Suppl Regular

25
**Supplemental Budget Request**

**Status:** Pending

<table>
<thead>
<tr>
<th>Public Works</th>
<th>Natural Resources</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Supp'd ID #</strong> 1989</td>
<td><strong>Fund</strong> 169 <strong>Cost Center</strong> 169120</td>
</tr>
</tbody>
</table>

5a. **Other Departments/Agencies:**

The work provided in this supplemental request will be performed by the City of Bellingham under a joint program operated with the County with financial support from the Lake Whatcom Water & Sewer District. The City of Bellingham will have the necessary funding to implement the program.

5b. **Name the person in charge of implementation and what they are responsible for:**

Teegan Ward is the AIS Program coordinator for the City of Bellingham. She is responsible for implementation of the inspection and assessment program.

6. **Funding Source:**

The Flood Control Zone District fund (Fund 169).
Letter of Agreement – Nehalem Marine Manufacturing
Project No. 715001

ATTACHMENTS:

Cover Memorandum

SEPA review required? ( ) Yes ( X ) NO
SEPA review completed? ( ) Yes ( X ) NO

Should Clerk schedule a hearing? ( ) Yes ( X ) NO
Requested Date:

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Letter of Agreement for the fabrication, transport and installation of a flood gate assembly and muted tidal regulator for the de Boer Culvert Replacement Project.

COMMITTEE ACTION:

BOARD OF SUPERVISORS ACTION:

Related County Contract #: Related File Numbers: Ordinance or Resolution Number:

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
MEMORANDUM

TO: The Honorable Members of the Whatcom County Flood Control Zone District Board of Supervisors

THROUGH: Jon Hutchings, Public Works Director

FROM: Paula J. Cooper, River and Flood Manager
       Gary Stoyka, Natural Resources Manager

RE: Contract with Nehalem Marine Manufacturing for de Boer Culvert Replacement Project

DATE: June 10, 2015

Enclosed are two (2) originals of Letter of Agreement between the Whatcom County Flood Control District (FCZD) and Nehalem Marine Manufacturing for your review and signature.

Requested Action
Public Works respectfully requests that the County Executive, and the County Council, acting as the Flood Control Zone District (FCZD) Board of Supervisors, enter into a contract for the sum of $53,561.03 with the selected contractor for fabrication, transport and installation of a flood gate assembly and muted tidal regulator (MTR) for the de Boer levee repair and culvert and flood gate replacement project.

Background and Purpose
Several high water events over the past winter resulted in failure of the levee crossing an unnamed tributary to the Nooksack River near Trigg Road. The levee provides flood protection to approximately 350 acres of farmland and the access road to the Public Utility District's water intake. Without the levee, this area would be subject to flooding at a river stage that is ten feet lower than what it takes to cause flooding when the levee is intact. A culvert with a flap gate through the levee drains floodwaters from approximately 1000 acres extending upstream to the Bertrand Creek area.

A temporary sandbag berm has been installed over the existing culvert to provide immediate protection for this growing season, while a more permanent repair project is being developed. The current culvert with the flood gate comprises a barrier to fish and we are required to provide fish passage as part of the project. The design includes a larger culvert and a self-regulating (SRT) tide gate, to replace the flap gate on the old culvert. The SRT gate is hinged on the side and is open most of the time, providing fish passage unless upstream water levels rise to a set elevation.

Funding Amount and Source
This contract is in the amount of $53,561.03. Funding for the project is from the FCZD fund and includes cost-shares from the PUD, Diking District #4 (DD#4) and the Bertrand Creek
Watershed Improvement District (BCWID). The total project cost is estimated at $200,000. The FCZD Advisory Committee recommended this project with a local cost-share of $10,000 from the PUD and $20,000 from DD#4 at their May 14th meeting. Since that time, DD#4 has requested a contribution from the BCWID to offset their costs as they are also contributing 30% of the project cost for the Bertrand Creek levee repairs.

Because this project improves the flood control system over the condition prior to the damage, the project is considered a flood hazard reduction project for purposes of the Flood Control Construction Cost-Share Program (WCC 100.05). The cost-share program specifies a 30% cost-share for repair projects, but allows for the cost-share for flood hazard reduction projects to be determined by the Board of Supervisors on a case-by-case basis.

Due to the unique requirements to meet fisheries concerns we have determined that the flood gate and controller manufactured by Nehalem Marine Manufacturing is the only product available that will work, and the Finance Manager has approved a sole source award for their product.

Please contact Paula Cooper at extension 50625, if you have any questions or concerns regarding the terms of this agreement.

Encl.
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Originating Department:</td>
<td>Public Works - River and Flood</td>
</tr>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Paula J. Cooper, P.E. – River and Flood Manager</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Nehalem Marine Manufacturing</td>
</tr>
<tr>
<td>Is this a New Contract?</td>
<td>Yes ☑ No ___ If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract # ___</td>
</tr>
<tr>
<td>Does contract require Council Approval?</td>
<td>Yes ☑ No ___ If No, include WCC Contract under $40,000 (see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</td>
</tr>
<tr>
<td>Is this a grant agreement?</td>
<td>Yes ___ No ☑ If yes, grantor agency contract number(s) CFDA # ___</td>
</tr>
<tr>
<td>Is this contract grant funded?</td>
<td>Yes ___ No ☑ If yes, associated Whatcom County grant contract number(s) ___</td>
</tr>
<tr>
<td>Is this contract the result of a RFP or Bid process?</td>
<td>Contract Cost Center: 715001</td>
</tr>
<tr>
<td>Is this agreement excluded from E-Verify?</td>
<td>Yes ___ No ☑ If no, include Attachment D Contractor Declaration form.</td>
</tr>
<tr>
<td><strong>If yes, indicate exclusion(s) below:</strong></td>
<td></td>
</tr>
<tr>
<td>☐ Professional services agreement for certified/licensed professional</td>
<td></td>
</tr>
<tr>
<td>☑ Contract work is for less than 120 days</td>
<td></td>
</tr>
<tr>
<td>☑ Contract work is for less than $100,000.</td>
<td></td>
</tr>
<tr>
<td>☑ Contract work is all performed outside U.S.</td>
<td>☐ Contract for Commercial off the shelf items (COTS)</td>
</tr>
<tr>
<td>☑ Interlocal Agreement (between Gov'ts)</td>
<td>☐ Work related subcontract less than $25,000.</td>
</tr>
<tr>
<td>Contracts that require Council Approval (incl. agenda bill &amp; memo)</td>
<td>☐ Public Works - Local Agency/Federally Funded FHWA</td>
</tr>
<tr>
<td>• Professional Services Agreement above $20,000.</td>
<td>☐ RENEWALS: Council approval is not required when exercising an option to renew that is provided in the original contract.</td>
</tr>
<tr>
<td>• Bid is more than $50,000.</td>
<td></td>
</tr>
<tr>
<td>• Amendments that have either an increase greater than 10% or provide a $10,000 increase in amount (whichever is greater)</td>
<td></td>
</tr>
<tr>
<td>Contract Amount: (sum of original contract amount and any prior amendments)</td>
<td>$53,561.03</td>
</tr>
<tr>
<td>This Amendment Amount:</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>Total Amended Amount:</td>
<td>$53,561.03</td>
</tr>
<tr>
<td>Summary of Scope:</td>
<td>Sole Source contract for the fabrication, transport and installation of a flood gate assembly and muted tidal regulator for the de Boer Culvert Replacement Project.</td>
</tr>
<tr>
<td>Term of Contract: Completion of Contract</td>
<td>Expiration Date: 10/31/16</td>
</tr>
</tbody>
</table>

**Contract Routing Steps & Signoff:** [sign or initial][indicate date transmitted]

1. Prepared by: Paula J. Cooper
   - Date 6/10/15
2. Attorney reviewed: Dan Gibson
   - Date 6/8/15
3. AS Finance reviewed: Brad Bennett
   - Date 6/8/15
4. IT reviewed if IT related:
   - Date
5. Attorney signoff: Dan Gibson
   - Date 6/10/15
   - Date 6/15
8. Submitted to Exec Office:
   - Date 6/15
9. Council approved (if necessary):
   - Date
10. Executive signed:
    - Date
11. Original to Council
LETTER OF AGREEMENT

Contractor Name: Nehalem Marine Manufacturing  PO# 
(PO# not valid until LOA signed and returned)

This is a Letter of Agreement (LOA) between the Whatcom County Flood Control Zone District, a quasi-municipal corporation of the State of Washington, hereinafter called the "County," and Nehalem Marine Manufacturing, hereinafter called the "Contractor" for the de Boer Culvert Replacement Project.

That in consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the parties hereto covenant and agree as follows:

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools and equipment, all in full compliance with this agreement.

2. The Scope of Work is described below:

Manufacture, transport and assist with the installation of a self-regulating flood gate assembly that provides an water sensing device and a swing gate closer control to prevent flood damage from waters baking up in an unnamed tributary of the Nooksack River near Ferndale WA. The sensing device shall have a minimum of 2 feet of adjustment from each way from initial settings.

The flood gate assembly shall be sized to fit around the end of a 84” Equivalent Diameter 95” x 67” Polymer Coated Corrugated Steel Arch Pipe. The Arch Pipe will be 60-ft in length.

Contractor Agrees to the following:

a) Provide:
   1 Each - NSA9567ra Flood Gate Assembly (gate, headwall & sleeve $12,400)
   1 Each - NMTR-3 Muted Tidal Regulator (setup and calibration $32,000)
   2 Each - Polyurethane Foam Kits (for mounting headwall on culvert $800)
   3 Each - Concrete (Eco. Blocks from a local source $165)

b) Transport all materials from the Contractor’s shop in Oregon to the project site near Ferndale, Washington and provide sufficient small tools and labor to install the flood gate system.

c) Provide elevation and section shop drawings that indicate flood gate setting elevations based on the County’s Plans. $4000

d) Provide assistance in the operation of the flood gate system and repair or replace any defective parts for a period of one year after installation.

The complete flood gate system shall be delivered to the project site by September 1st or as mutually agreed.
3. Work under this agreement is covered under the Washington State prevailing wage law for public work. The Contractor shall submit Statement of Intent to Pay Prevailing Wages to the Washington State Labor and Industries with a $40 fee. Affidavit of Wages Paid shall be submitted when the work is complete with a $40 fee.

4. The Contractor agrees to comply with all applicable provisions of federal, state, and local law, including laws pertaining to public works projects. The Contractor is in compliance with RCW 18.27, the State Licensing Law, with a Certificate of Registration to be in effect throughout the work. The Contractor agrees to comply with all applicable standards of the Americans with Disabilities Act of 1990.

5. The Contractor will provide the County with evidence that the Contractor has liability and property damage insurance in amount not less than $1,000,000 for bodily injury and $500,000 for property damage per occurrence in effect throughout the work.

The Contractor shall also provide and maintain through project completion completed operations insurance in the amounts shown in the attached certificate of insurance.

The Whatcom County Flood Control Zone District, Whatcom County, and Public Utility District No. 1 of Whatcom County shall be named as additional insureds; the Contractor’s insurances shall be primary, and the additional insureds’ insurances shall be non-contributory. The Contractor’s insurance shall also include an endorsement for waiver of subrogation against the additional insureds.

6. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, creed, marital status, or the presence of any sensory, mental, or physical handicap.

7. The Contractor shall not assign or subcontract any portion of the work provided for under the terms of this Agreement without obtaining prior written approval of the County Representative. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment related to this Agreement.

8. The Contractor shall indemnify, defend, and hold harmless the County for any liability which may occur on account of any claim or legal action brought against the County for death or injury of any person or damage to property arising out of or in connection with or incident to this agreement, except for injuries or damage caused by the sole neglect of the County.

The County agrees to the following:

1. Provide sufficient heavy equipment to assist the Contractor in installing and adjusting the flood gate system.
2 Purchase and manufacture the corrugated steel pipe end section in a timely fashion so the Contractor can make and deliver the flood gate system by September 1st.

3 Compensate the Contractor for the above work in the amount of $49,365 plus 8.5% ($4,196.03) for Washington State Sales Tax. Total Compensation under this agreement is $53,561.03. Any increase in costs and/or change in scope of work must be approved in writing by the County Representative, prior to commencement or continuation of work.

If you agree with the terms and conditions as presented in this Letter of Agreement, please sign below and return the signed document to:

Whatcom County Public Works Department
River and Flood Division
322 N. Commercial Street, Suite 120
Bellingham, WA 98225-4042

For the Contractor:

[Signature]
Leo Kuntz, Nehalem Marine Mfg.

Date 6/10/15

For the County:

[Signature]
Jack Louws, Whatcom County Executive
for the WCFCZD Board of Supervisors

Date

Approved as to Form:

[Signature]
Daniel L. Gibson, Chief Civil Deputy
Prosecutor

Date 06/15/15
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFERRED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: HUDDSON INSURANCE
612 PACIFIC AVE.
PO BOX 670
TILLAMOOK OR 97141

CONTACT NAME: SHANNON M. SISCO
PHONE: (503) 842-8213  FAX: (503) 842-4932
EMAIL ADDRESS: ssisco@hudson-tillamook.com

INDEMNIFIED:
LEO KUNTZ
DBA NEHALEM MARINE MANUFACTURING
24755 MIAMI FOLEY ROAD
NEHALEM OR 97131

INDEMNIFIED:
ADMIRAL INSURANCE CO

COVERAGE:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY FARTAIN, THE INSURANCE AFFERRED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSL.
LTD.

TYPE OF INSURANCE

POLICY NUMBER

POLICY EFF

POLICY EXP

POLICY LIMITS

A

GENERAL LIABILITY

Y

CA000017259-03

12/21/14

12/21/15

EACH OCCURRENCE

$ 1,000,000

DED RETENTION

B

UNIRELLA UMB

X

EX000013266-03

12/21/14

12/21/15

EACH OCCURRENCE

$ 1,000,000

AGGREGATE

$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 191, Additional Remarks Schedule, if more space is required):

The Whatcom County Flood Control Zone District, Whatcom County, and Public Utility District No. 1 of Whatcom County are additional Insured with respect to liability arising out of operations by or on behalf of the Named Insured per Form CG 2010 0413. Completed operations is included as required by written contract per Form CG 2037 0413. Coverage is primary and non-contributory per Form AD 0657 1203 and includes Waiver of Subrogation per Form CG 2404 0509.

CERTIFICATE HOLDER

CANCELLATION

The Whatcom County Flood Control Zone District, Whatcom County, and Public Utility District No. 1 of Whatcom County
322 N Commercial
Bellingham WA 98225-4042

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Shannon M. Sisco

© 1988-2010 ACORD CORPORATION. All rights reserved.
B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III -

Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization, but only if the following conditions are met:

a. You have expressly agreed to the waiver in a written contract entered into by you; and
b. The injury or damage occurs subsequent to the execution of the written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.
**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Division Head:</td>
<td></td>
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<tr>
<td>Dept. Head:</td>
<td></td>
<td>6/14/15</td>
<td></td>
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<tr>
<td>Prosecutor:</td>
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<td>6/15/15</td>
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<tr>
<td>Purchasing/Budget:</td>
<td></td>
<td>6/19/15</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Executive:</td>
<td></td>
<td>6/1/15</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:**

Contract Amendment between Whatcom County and Pioneer Human Services

**ATTACHMENTS:**
Contract Info Sheet
Memo to Executive
2 Originals of Contract Amendment

**SEPA review required?**
( ) Yes ( X ) NO

**SEPA review completed?**
( ) Yes ( ) NO

**Should Clerk schedule a hearing?**
( ) Yes ( X ) NO

**Requested Date:**

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

This is a contract for the operation of Detox services provided at the Whatcom County Behavioral Health Triage Center. The contractor provides social detoxification services for people with chronic substance use dependence in Whatcom Community Detox (WCD), a part of the Triage Center devoted to acute substance use disorder related services. The Triage facility has a total of 13 beds, and Whatcom Community Detox (WCD) provides 8 of those beds for social detoxification services which operate 24 hours per day, seven (7) days per week for 365 days per year. In 2014, there were 460 people admitted to WCD. Additionally, this contract funds the provision of Substance Abuse Protective Custody and Involuntary Commitment Services.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Please Note:** Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).
MEMORANDUM

TO: Jack Louws, County Executive
FROM: Regina A. Delahunt, Director
RE: Pioneer Human Services Triage Operation Contract, Amendment #4
DATE: June 5, 2015

Enclosed are two (2) originals of a contract amendment between Whatcom County and Pioneer Human Services for your review and signature.

- **Background and Purpose**
  This is a contract for the operation of Detox services provided at the Whatcom County Behavioral Health Triage Center. The contractor provides social detoxification services for people with chronic substance use dependence in Whatcom Community Detox (WCD), a part of the Triage Center devoted to acute substance use disorder related services. The Triage facility has a total of 13 beds, and Whatcom Community Detox (WCD) provides 8 of those beds for social detoxification services which operate 24 hours per day, seven (7) days per week for 365 days per year. In 2014, there were 460 people admitted to WCD. Additionally, this contract funds the provision of Substance Abuse Protective Custody and Involuntary Commitment Services.

- **Funding Amount and Source**
  This contract is funded by a combination of Medicaid and State funding, the Chemical Dependency/Mental Health Program Fund, City of Bellingham Funds, and the 2% Liquor Tax Fund in the total amount of $347,493 for the nine month extended contract period. At the conclusion of the nine month period, ending March 31, 2016, detox services will be administered and funded by the new Behavioral Health Organization as part of the state’s healthcare reform initiative. The average daily bed rate for these services is $172.73.

- **Differences from Previous Contract**
  The purpose of this amendment is to extend the contract an additional nine months through March 31, 2016. On April 1, 2016, a regional Behavioral Health Organization will assume the funding and administration of these Detox contractual services currently being provided at the Crisis Triage Facility. This current amendment reflects funding from Medicaid, State only, and local behavioral health dollars. Local dollars are purchasing additional bed days as well as enhanced services intended to optimize engagement of clients in ongoing treatment once discharged from detox. Council approval is required and an agenda bill is attached.

Please contact Jackie Mitchell at extension 32017 if you have any questions regarding this amendment.

Encl.
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Whatcom County Health Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Administrator:</td>
<td>Jackie Mitchell</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Pioneer Human Services</td>
</tr>
</tbody>
</table>

**Is this a New Contract?**  Yes _X_ No __

**If not, is this an Amendment or Renewal to an Existing Contract?**  Yes _X_ No __

If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: **201107008**

**Does contract require Council Approval?**  Yes _X_ No __

If No, include WCC ________________

(see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

**Is this contract grant funded?**  Yes _X_ No __

If yes, associated Whatcom County grant contract number(s) __201108011__

**Is this contract the result of a RFP or Bid process?**  Yes _X_ No __

Contract

If yes, RFP and Bid number(s) **RFP 11-15**

Cost Center: **675400/124100**

**Is this contract excluded from E-Verify?**  No _X_ 

If no, include Attachment D Contractor Declaration Form

If yes, indicate qualified exclusion(s) below:

.Contract less than $100,000. _X_

.Professional services agreement for certified/licensed professional work is for less than 120 days ___

.Contract for Commercial off the shelf items (COTS) ___

.Public Works Dept. - Local Agency/Federally Funded FHWA ___

**Contract Amount:** (sum of orig contract amt and any prior amendments)

$ 545,140

**This Amendment Amount:**

$ 307,493

**Total Amended Amount:**

$ 852,633

**Scope of Services:** [Insert language from contract (Exhibit A) or summarize; expand space as necessary]

This is a contract for the operation of the Whatcom County Behavioral Health Triage Center. The contractor provides facility operations and social detoxification services for people with chronic substance use dependence in Whatcom Community Detox (WCD), a part of the Triage Center devoted to acute substance use disorder related services. Whatcom Community Detox (WCD) provides 8 beds for social detoxification services which operate 24 hours per day, seven (7) days per week for 365 days per year. In 2014, there were 460 admissions to WCD. Additionally, this contract funds the provision of Substance Abuse Protective Custody and Involuntary Commitment Services.

**Term of Contract:** 9 months  
Expiration Date: **3/31/16**

**Contract Routing:**

1. Prepared by: _pj_  
   Date: **5/7/15**

2. Attorney signoff: _rb_  
   Date: **5/14/15**

3. AS Finance reviewed: _bbennett_  
   Date: **6/01/15**

4. IT reviewed (if IT related):  
   Date: **6-5-15**

5. Contractor signed:  
   Date: **6-11-15**

6. Submitted to Exec.:  
   Date:  

7. Council approved (if necessary):  
   Date:  

8. Executive signed:  
   Date:  

9. Original to Council:  
   Date:  

---

40
PARTIES:
Whatcom County
Whatcom County Courthouse
311 Grand Avenue
Bellingham, WA 98225

AND CONTRACTOR:
Pioneer Human Services
7440 West Marginal Way S.
Seattle, WA 98108

AMENDMENT NUMBER: 4
CONTRACT PERIODS:
Original: 08/01/2011 – 06/30/2013
Amendment #1: 07/01/2013 – 06/30/2015
Amendment #2: 07/01/2014 – 06/30/2015
Amendment #3: 12/01/2014 – 06/30/2015
Amendment #4: 07/01/2015 – 03/31/2016

THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY AMENDED AS SET FORTH IN THE DESCRIPTION OF THE AMENDMENT BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO

==============================================================

DESCRIPTION OF AMENDMENT:

1. Extend the duration of this contract for an additional nine (9) months.

2. Amend Exhibit B Compensation to adjust the contract budget for the 9 month extended contract period and to change to a cost reimbursement payment model. An amended Exhibit B is attached.

3. Funding for this extended contract period (07/01/2015 – 03/31/2016) is not to exceed $307,493.

4. All other terms and conditions remain unchanged.

5. The effective date of the amendment is July 1, 2015.
ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT.

ALL PARTIES IDENTIFIED AS AFFECTED BY THIS AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT.

Signature is required below.

APPROVAL AS TO PROGRAM:

Anne Deacon, Human Services Manager 6/5/15

DEPARTMENT HEAD APPROVAL:

Regina A. DeCarr, WCHD Director 6/8/15

APPROVAL AS TO FORM:

Royce Buckingham, Civil Deputy Prosecutor 6/8/15

FOR THE CONTRACTOR:

Contractor Signature

Print Name and Title: STEPHANIE WELTY, CFO

Date 6/5/15

STATE OF WASHINGTON

COUNTY OF WHATCOM

On this 5th day of JUNE, 2015, before me personally appeared STEPHANIE WELTY, to me known to be the CFO and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof:

Wicki A. Bush

NOTARY PUBLIC in and for the State of Washington Residing at Bellingham. 8/9/15

My Commission expires: 04/09/18

FOR WHATCOM COUNTY:

Jack louws
County Executive

Date

STATE OF WASHINGTON

COUNTY OF WHATCOM

On this 5th day of JUNE, 2015, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof:

Wicki A. Bush

NOTARY PUBLIC in and for the State of Washington Residing at Bellingham.

My Commission expires: 04/09/18

HL_070115_Pioneer_Human_Services_Detox_Amend_#4
### WHATCOM COUNTY COUNCIL AGENDA BILL

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
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<td>06/23/15</td>
<td>Finance/Council</td>
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<td>Dept. Head:</td>
<td>p4d</td>
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<td>6/11/15</td>
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<td>Executive:</td>
<td>6/15/15</td>
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</tbody>
</table>

**TITLE OF DOCUMENT**: Contract amendment between Whatcom County and Northwest Youth Services

**ATTACHMENTS:**
1. Executive memo
2. Info Sheet
3. 2 copies of Contract Amendment #3

<table>
<thead>
<tr>
<th>SEPA review required?</th>
<th>( ) Yes ( X ) NO</th>
<th>Should Clerk schedule a hearing?</th>
<th>( ) Yes ( X ) NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEPA review completed?</td>
<td>( ) Yes ( X ) NO</td>
<td>Requested Date:</td>
<td></td>
</tr>
</tbody>
</table>

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

The 2015 annual Point in Time count showed that 652 persons were homeless in Whatcom County. This contract funds the provision of housing case management services in association with the Whatcom Homeless Service Center (WHSC). The purpose of the contract is to provide case management and supportive services to those individuals receiving rental subsidies through WHSC in order to improve housing stability and reduce homelessness in Whatcom County.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

*Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).*
MEMORANDUM

TO: Jack Louws, County Executive
FROM: Regina A. Delahunt, Director
RE: Northwest Youth Services, Housing Case Management Contract Amendment #1
DATE: June 5, 2015

Enclosed are two (2) originals of a contract between Whatcom County and Northwest Youth Services for your review and signature.

- Background and Purpose
The 2015 annual Point in Time count showed that 652 persons were homeless in Whatcom County. This contract funds the provision of housing case management services in association with the Whatcom Homeless Service Center (WHSC). The purpose of the contract is to provide case management and supportive services to youth receiving rental subsidies through WHSC in order to improve housing stability and reduce homelessness in Whatcom County. In 2014, 30 youth receiving Northwest Youth Services housing case management services were stably housed.

- Funding Amount and Source
This amendment adds new federal Mental Health Block Grant funds from the North Sound Mental Health Administration (NSMHA). Previous to July 1, 2015 these funds were contained in a separate contract between NSMHA and Northwest Youth Services. A supplemental budget request will be submitted in June to include this new funding source. Total contract funding in an amount not to exceed $112,955 in 2015, also includes Chemical Dependency/Mental Health Program and document recording fees. Council approval is required because this amendment adds more than 10% to the original contract funding. An Agenda Bill is attached.

- Differences from Previous Contract
This amendment adds the federal Community Mental Health Block Grant funds and requires the addition of a behavioral health professional be utilized to support NWYS staff working with youth who suffer from mental illness and substance abuse problems.

Please contact Gail de Hoog at extension 30693, if you have any questions or concerns regarding the terms of this agreement.

Encl.
## WHATCOM COUNTY CONTRACT INFORMATION SHEET

<table>
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<tr>
<th>Originating Department:</th>
<th>Health</th>
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<tbody>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Gail de Hoog</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Northwest Youth Services</td>
</tr>
</tbody>
</table>

**Is this a New Contract?** Yes ☑ No ☐

If not, is this an Amendment or Renewal to an Existing Contract? Yes ☑ No ☐

If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 201405009

**Does contract require Council Approval?** Yes ☑ No ☐

If No, include WCC: (see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

**Is this a grant agreement?** Yes ☑ No ☐

If yes, grantor agency contract number(s):

**Is this contract grant funded?**

Yes ☑ No ☐

If yes, Whatcom County grant contract number(s):

**Is this contract the result of a RFP or Bid process?** Yes ☑ No ☐

If yes, RFP and Bid number(s):

**Contract Cost**

Center: 122200 / 122300 / 671100

**Contract Amount:** (sum of original contract amount and any prior amendments):

$ 108,054

This Amendment Amount:

$ 47,955

Total Amended Amount:

$ 156,009

**Summary of Scope:** The 2015 annual Point in Time count showed that 652 persons were homeless in Whatcom County. This contract funds the provision of housing case management services in association with the Whatcom Homeless Service Center (WHSC). The purpose of the contract is to provide case management and supportive services to youth receiving rental subsidies through WHSC in order to improve housing stability and reduce homelessness in Whatcom County.

**Term of Contract:** 19 months  
Expiration Date: 12/31/2015

### Contract Routing:

1. Prepared by: pj  
   Date: 05/15/2015
2. Attorney signoff: rb  
   Date: 6/4/15
3. AS Finance reviewed: bbennett  
   Date: 6/3/15
4. IT reviewed (if IT related):  
   Date: 6/4/15
5. Contractor signed:  
   Date: 6/11/15
6. Submitted to Exec.:  
   Date:  
7. Council approved (if necessary):  
   Date:  
8. Executive signed:  
   Date:  
9. Original to Council:  
   Date:  

**Contracts that require Council Approval (incl. agenda bill & memo):**

- Professional Services Agreement above $20,000.
- Bid is more than $50,000.
- Amendments that have either an increase greater than 10% or provide a $10,000 increase in amount (whichever is greater)

**RENEWALS:** Council approval is not required when exercising an option to renew that is provided in the original contract.
WHATCOM COUNTY HEALTH DEPARTMENT CONTRACT AMENDMENT

Whatcom County # 201405009

PARTIES: Whatcom County
Whatcom County Courthouse
509 Girard St.
Bellingham, WA 98225

AMENDMENT NUMBER: 1

CONTRACT PERIODS:
Original: 06/01/2014 – 12/31/2015
Amendment #1 07/01/2015 – 12/31/2015

AND CONTRACTOR:
Northwest Youth Services
1020 N. State Street
Bellingham, WA 98225

THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY AMENDED AS SET FORTH IN THE DESCRIPTION OF THE AMENDMENT BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO

DESCRIPTION OF AMENDMENT:

1. Amend Exhibit A, Scope of Work, Section V. Additional Requirements as follows:

   (7) Comply with the terms and conditions of the Community Mental Health Block Grant as contained in Exhibit E attached.

   (8) Provide support to program staff working with youth with mental illness and substance abuse problems by adding an independently licensed mental health professional to the staff team at .5 FTE. The mental health professional will provide:
       a. high level support and crisis consultation;
       b. information and direction as it relates to youth’s care;
       c. clinical insight while supporting and educating staff regarding behavioral health issues;
       d. mental health assessments and care planning of youth participating in NWYS programs;

2. Amend Exhibit B, Compensation, Section II Allowable Cost Budget, to add $47,955 in additional funding for 2015. An amended Exhibit B is attached.

3. Attach Exhibit E, Community Mental Health Block Grant and attachments E-1 and E-2.

4. The effective date of the amendment is July 1, 2015.
ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT. ALL PARTIES IDENTIFIED AS AFFECTED BY THIS AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT.

Signature is required below.

APPROVAL AS TO PROGRAM: 

Anhe Deacon, Human Services Division Manager  

Date

DEPARTMENT HEAD APPROVAL: 

Regina A. DeCaro  

WCHD Director  

Date

APPROVAL AS TO FORM: 

Royce Buckingham, Civil Deputy Prosecutor  

Date

FOR THE CONTRACTOR:

McBrideley  

Print Name and Title  

Director  

Date

FOR WHATCOM COUNTY:

Jack Louws  

Date

County Executive

STATE OF WASHINGTON

COUNTY OF WHATCOM

On this ______ day of ___________ , 2015, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington Residing at Bellingham.

My Commission expires: ________________

HL_070115_Northwest_Youth_Services_Housing_Case_Mgmt_Amend_#1
Amendment #1 EXHIBIT "B"
(COMPENSATION)

I. Source of Funding: The source of funding for this contract, in the amount not to exceed $112,955 in 2015, is local document recording fees, the Washington Department of Commerce Consolidated Homeless Grant and the Community Mental Health Block Grant (CFDA #93.958).

II. Allowable Cost Budget

The annual budget is as follows:

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Documentation Required with Invoice</th>
<th>Budget</th>
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<tr>
<td>Personnel – Case Manager, Housing Programs Manager, HMIS Specialist, Programs Director</td>
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<tr>
<td>Mental Health Professional</td>
<td>GL detail</td>
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<tr>
<td>Occupancy</td>
<td>GL detail</td>
<td>$ 1,536</td>
</tr>
<tr>
<td>Program Direct Printing, Postage, Office Supplies, Telephone</td>
<td>GL detail</td>
<td>$ 1,680</td>
</tr>
<tr>
<td>Training</td>
<td>Include name of traveler, dates, start &amp; end point, and purpose. Receipts required for transportation costs, registration fees, etc. Lodging &amp; meal costs follow federal guidelines (<a href="http://www.gsa.gov">www.gsa.gov</a>). Receipts for meals not required.</td>
<td>$ 1,000</td>
</tr>
<tr>
<td>Mileage</td>
<td>Mileage log to include: name of the staff member, date of travel, starting point and destination of travel, the number of miles traveled, the federal reimbursement rate (per <a href="http://www.gsa.gov">www.gsa.gov</a>), and a brief description of the purpose of travel.</td>
<td>$ 3,000</td>
</tr>
<tr>
<td>Flex Funds (Per Attachment E)</td>
<td>Flex Fund Spreadsheet plus copies of receipts</td>
<td>$ 2,000</td>
</tr>
<tr>
<td>Admin</td>
<td>10%</td>
<td>$ 10,269</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$ 112,955</td>
</tr>
</tbody>
</table>

Changes to the line item budget that exceed 10% of the contract amount must be approved in writing by the County. Under no circumstances shall the administrative rate exceed 10%.

III. Invoicing

1. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th of the month following the month of service and may be
sent to HL-BusinessOffice@co.whatcom.wa.us. Invoices submitted for payment must include the items identified in the table above.

2. The Contractor shall submit invoices to *(include contract/PO #)*:

   Attention: Business Office  
   Whatcom County Health Department  
   509 Girard Street  
   Bellingham, WA 98225

3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.

4. Invoices must include the following statement, with an authorized signature and date:

   I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.

**Duplication of Billed Costs or Payments for Service:** The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

**IV. Invoicing**

1. The Contractor shall submit itemized invoices on a monthly/quarterly basis in a format approved by the County. Monthly/quarterly invoices must be submitted by the 15th of the month following the month of service. Invoices submitted for payment must include the items identified in the table above.

2. The Contractor shall submit invoices to *(include contract/PO #)*:

   Attention: Business Office  
   Whatcom County Health Department  
   509 Girard Street  
   Bellingham, WA 98225

3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.

4. Invoices must include the following statement, with an authorized signature and date:

   I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.

5. **Duplication of Billed Costs or Payments for Service:** The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has...
been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.
Exhibit "E"
(COMMUNITY MENTAL HEALTH BLOCK GRANT)

PURPOSE
The purpose of this Agreement is to promote recovery and resilience to individuals and to provide services that are in alignment with NSMHA's Strategic Priorities and in accordance with federal and state MHBG requirements. Funding that supports this Agreement comes from Community Mental Health Services Block Grant funds, from the federal DHHS, Catalog of Federal Domestic Assistance (CFDA) #93.958.

STATEMENT OF WORK
CONTRACTOR shall furnish the necessary personnel and services and do all things necessary for the performance of the work set forth herein as presently written or as may be later amended.

Priority Population
This project will serve youth (16-25 years old) who are homeless to include individuals involved with the criminal justice system.

Program Activities
This project provides intensive housing case management within the supportive housing model to meet the needs of the participant. This may include a graduated independent living situation or a permanent independent placement at the start of services. Participants will have an individualized housing stability plan, which shall include accessing community resources, employment, mental health and/or substance abuse services and obtaining and retaining safe and stable housing.

The housing case manager shall assist individuals in obtaining stable housing, help them become a good tenant and provide linkages to mental health, substance abuse and other stabilization services as needed. The goal of the services is to develop and maintain stable housing, self-sufficiency and a recovery oriented continuum of care.

Outreach will be conducted by Detour, a peer street outreach team. The teams are knowledgeable about programs and services offered, including this project. Individuals contacted and engaged by Detour will be screened for eligibility and referred to this project.

CONTRACTOR shall serve 25 unduplicated individuals and provide 40 hours of service per week over a 12 month period.

Maintenance of Records
During the term of this Agreement and for six (6) years following termination or expiration of this Agreement, if any audit, claim, litigation, or other legal action involving the records is started before expiration of the six (6) year period, the records shall be maintained until completion and resolution of all issues arising there from or until the end of the six (6) year period, whichever is later. CONTRACTOR shall maintain records sufficient to:

a. Maintain the content of all Medical Records in a manner consistent with utilization control requirements of 42 CFR 456, 42 CFR 434.34 (a), 42 CFR 456.111, and 42 CFR 456.211.

b. Document performance of all acts required by law, regulation, or this Agreement.

c. Substantiate CONTRACTOR statement of their organizations' structures, tax status, capabilities and performance.

d. Demonstrate accounting procedures, practices and records, which sufficiently and properly document CONTRACTOR invoices to NSMHA and all expenditures made by CONTRACTOR to perform as required by this Agreement.

e. CONTRACTOR and their subcontractors shall cooperate in all reviews, including but not limited to, surveys and research conducted by NSMHA, DSHS, or other Washington State Departments.

f. Evaluations shall be done by inspection or other means to measure quality, appropriateness and timeliness of
services performed under this Agreement and to determine whether CONTRACTOR and their subcontractors are providing service to individuals in accordance with the requirements set forth in this Agreement and applicable state and federal regulations as existing or hereafter amended.

Confidentiality of Client Information
The parties shall not use, publish, sell or otherwise disclose any confidential information gained by reason of this Agreement for any purpose that is not directly connected with the performance of the services contemplated there under, except:

a. As provided by law, or
b. In the case of Personal Information, as provided by law or with prior written consent of the person or personal representative who is subject of the personal information.

The parties shall protect and maintain all confidential information gained by reason of this Agreement against unauthorized use, access, disclosure, modification or loss. This duty requires the parties to employ reasonable security measures, which include restricting access to the confidential information by:

a. Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
b. Physically securing any computers, documents, or other media containing the Confidential Information.

To the extent allowed by law, at the end of the Agreement term, or when no longer needed, the parties shall return confidential information or certify in writing the destruction of Confidential Information upon written requests by the other party.

Paper documents with confidential information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (i.e. protected health information) must be destroyed through shredding, pulping or incineration.

The compromise or potential compromise of Confidential Information must be reported to NSMHA contact designated on this Agreement within five (5) business days of discovery for breaches less than 500 persons' protected data and three (3) business days of discovery for breaches of over 500 persons' protected data. The parties must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law.

CONTRACTOR shall assure that all staff and subcontractors providing mental health services under this Agreement receive annual training on confidentiality policies and procedures. In addition, CONTRACTOR shall assure that all staff and subcontractors providing mental health services under this Agreement sign an annual Oath of Confidentiality statement. Signed copies of the Oath of Confidentiality shall be kept in CONTRACTOR's personnel files.

CONTRACTOR will comply with the terms of the Business Associate Agreement attached as Attachment E-1.

Treatment of Client Property
Unless otherwise provided in this Agreement, Contractor shall ensure any adult individual receiving services from Contractor under this Agreement has unrestricted access to the individual's personal property. Contractor shall not interfere with any adult individual’s ownership, possession, or use of the individual’s property unless clinically indicated. Contractor shall provide individuals under age eighteen with reasonable access to their personal property that is appropriate to the individual’s age, development, and needs. Upon termination of this Agreement, Contractor shall immediately release to the individual/the individual’s guardian or custodian all of the individual’s personal property.

Performance Measures
CONTRACTOR shall monitor and report quarterly on the following measures:
a. Number of unduplicated individuals served;
b. Number of hours of intensive case management services.

**Outcome Measures**
CONTRACTOR shall monitor and report **annually** on the following outcome measures:

a. 80% of individuals retain housing six months past housing placement
b. 80% of individuals will maintain or increase total income from all sources

Cultural barriers are addressed individually with each client depending on their expressed and unexpressed need. Language barriers are handled with translated materials and agency hired translators or donated translation services by partner agencies.

CONTRACTOR is responsible for all elements of the program.

**Reporting Requirements**

CONTRACTOR shall provide quarterly and annual progress reports in a timely manner and any additional documentation as requested.

CONTRACTOR shall maintain documentation of the services described in this Agreement, including documentation of related outcomes and actual costs.

**Performance Standards**
In carrying out its responsibilities under this contract, CONTRACTOR shall comply with the following performance standards.

a. If CONTRACTOR subcontracts for the provision of services under this agreement, it shall maintain documentation of its oversight and monitoring of subcontractors who are providing services described in this Agreement, including documentation of related outcomes, actual costs and will provide such documentation when requested by NSMHA.

b. CONTRACTOR shall incorporate SAMHSA’s 10 Fundamental Components of Recovery (**Attachment E-2**) in the daily activities and interactions with individuals seeking help with their recovery.

c. CONTRACTOR shall participate in annual peer reviews by individuals with expertise in the field of mental health when requested by NSMHA/DSHS.
Attachment E-1
(BUSINESS ASSOCIATE AGREEMENT)

This Business Associate Agreement (the "Agreement") is made effective the 1st day of July, 2015, by and between Whatcom County, hereinafter referred to as "Covered Entity," and Sun Community Services, hereinafter referred to as "Business Associate" (individually, a "Party" and collectively, the "Parties").

RECITALS:

A. WHEREAS, the Parties wish to enter into a Business Associate Agreement to ensure compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy and Security Rules") (45 CFR Parts 160 and 164); and

B. WHEREAS, the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the "HIPAA Privacy and Security Rules" include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

C. WHEREAS, the Parties have entered into a written or oral arrangement or arrangements (the "Agreements") whereby Business Associate will provide certain services to Covered Entity and, pursuant to such Agreements, Business Associate may be considered a "Business Associate" of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

D. WHEREAS, Business Associate may have access to Protected Health Information (hereinafter "PHI") or Electronic Protected Health Information (as defined below) in fulfilling its responsibilities under the Agreements; and

E. WHEREAS, Covered Entity wishes to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a Business Associate to Covered Entity.

THEREFORE, in consideration of the Parties’ continuing obligations under the Agreements, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Agreement shall have the definitions set forth in the HIPAA Privacy and Security Rules. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, the HIPAA Privacy and Security Rules in effect at the time shall control. Where provisions of this Agreement are different than those mandated by the HIPAA Privacy and Security Rules, but are nonetheless permitted by the HIPAA Privacy and Security Rules, the provisions of this Agreement shall control.

The term “Breach” means the unauthorized acquisition, access, use, or disclosure of PHI which compromises the security or privacy of such information. The term “Breach” does not include: (1) any unintentional acquisition, access, or use of PHI by any employee or individual acting under the authority of a covered entity or business associate if (a) such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate, and (b) such information is not further impermissibly acquired, accessed, used, or disclosed by any person; (2) any inadvertent disclosure by an individual who is otherwise authorized to access PHI at a facility operated by a covered entity or business associate to another similarly situated individual at the same facility, where the information disclosed is not further impermissibly acquired, accessed, used, or disclosed by any person; or (3) an impermissible disclosure of PHI where Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

The term "HIPAA Privacy and Security Rules" refers to 45 CFR Parts 160 and 164 as currently in effect or hereafter amended.

The term “Protected Health Information” or “PHI” means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition
of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is reasonable basis to believe the information can be used to identify the individual. “Protected Health Information” includes, without limitation, “Electronic Protected Health Information,” as defined below.

The term “Electronic Protected Health Information” means PHI which is transmitted by or maintained in Electronic Media (as now or hereafter defined in the HIPAA Privacy and Security Rules).

The term "Secretary” means the Secretary of the Department of Health and Human Services.

The term "Unsecured Protected Health Information” means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance published in the Federal Register at 74 Fed. Reg. 19006 on April 27, 2009 and in annual guidance published thereafter.

II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

A. Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreements, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity.

B. Business Associate may use PHI in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

C. Business Associate may disclose PHI in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:

1. The disclosures are required by law; or
2. Business Associate obtains reasonable assurances from the third parties to whom the PHI is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.

D. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only PHI that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of PHI to accomplish the intended purpose of the access, use, or request. The Parties shall collaborate in determining what quantum of information constitutes the “minimum necessary” amount for Business Associate to accomplish its intended purposes.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

A. Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

B. Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as required by law.

C. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Specifically, Business Associate will:

1. Implement the administrative, physical, and technical safeguards set forth in Sections 164.308, 164.310, and 164.312 of the HIPAA Privacy and Security Rules that reasonably and appropriately
protect the confidentiality, integrity, and availability of any PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with Section 164.316 of the HIPAA Privacy and Security Rules, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in Sections 164.308, 164.310, and 164.312; and

2. Report to Covered Entity any use or disclosure of PHI not provided for by this Agreement, including any Security Incident, of which Business Associate becomes aware, regardless of whether the Security Incident rises to the level of a Breach. For purposes of this Agreement, “Security Incident” means the successful unauthorized access, use, disclosure, modification, or destruction of PHI or interference with system operations in an information system, of which Business Associate has knowledge or should, with the exercise of reasonable diligence, have knowledge, excluding (i) “pings” on an information system firewall; (ii) port scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) “malware” (e.g., a worm or a virus) that does not result in unauthorized access, use, disclosure, modification or destruction of PHI. The report shall be made as soon as practical, and in any event within ten (10) days of Business Associate’s discovery of the Security Incident. A Security Incident shall be treated as discovered by Business Associate as of the first day on which such Security Incident is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate.

D. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

E. Business Associate agrees to comply with any requests for restrictions on certain disclosures of PHI to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules and of which Business Associate has been notified by Covered Entity. In addition, and notwithstanding the provisions of Section 164.522 (a)(1)(ii), Business Associate agrees to comply with an individual’s request to restrict disclosure of PHI to a health plan for purposes of carrying out payment or health care operations if the PHI pertains solely to a health care item or service for which Covered Entity has been paid by in full by the individual or the individual’s representative. The restriction can only apply to disclosures beginning the next business day after the request for restriction is received.

F. At the request of Covered Entity, and in a reasonable time and manner, Business Associate agrees to make available PHI required for Covered Entity to respond to an individual’s request for access to his or her PHI in accordance with Section 164.524 of the HIPAA Privacy and Security Rules. If Business Associate maintains PHI electronically, it agrees to make such PHI available electronically to the applicable individual or to a person or entity specifically designated by such individual, upon such individual’s request.

G. At the request of Covered Entity, and in a reasonable time and manner, Business Associate agrees to make available PHI required for amendment by Covered Entity in accordance with the requirements of Section 164.526 of the HIPAA Privacy and Security Rules.

H. Business Associate agrees to document any disclosures of, and make PHI available, for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy and Security Rules.

I. Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary for the purpose of determining Covered Entity’s compliance with the HIPAA Privacy and Security Rules, in a time and manner designated by the Secretary.

J. Business Associate agrees that, while present at any Covered Entity facility and/or when accessing Covered Entity’s computer network(s), it and all of its employees, agents, representatives and subcontractors will at all times comply with any network access and other security practices, procedures and/or policies established by
Covered Entity including, without limitation, those established pursuant to the HIPAA Privacy and Security Rules.

K. Business Associate agrees that it will not directly or indirectly receive remuneration in exchange for any PHI of an individual without the written authorization of the individual or the individual’s representative, except where the purpose of the exchange is:

1. For public health activities as described in Section 164.512(b) of the HIPAA Privacy and Security Rules;
2. For research as described in Sections 164.501 and 164.512(i) of the HIPAA Privacy and Security Rules, and the price charged reflects the costs of preparation and transmittal of the data for such purpose;
3. For treatment of the individual, subject to any further regulation promulgated by the Secretary to prevent inappropriate access, use, or disclosure of PHI;
4. For the sale, transfer, merger, or consolidation of all or part of Business Associate and due diligence related to that activity;
5. For an activity that Business Associate undertakes on behalf of and at the specific request of Covered Entity;
6. To provide an individual with a copy of the individual’s PHI pursuant to Section 164.524 of the HIPAA Privacy and Security Rules; or
7. Other exchanges that the Secretary determines in regulations to be similarly necessary and appropriate as those described in this Section III.K.

L. Business Associate agrees that it will not directly or indirectly receive remuneration for any written communication that encourages an individual to purchase or use a product or service without first obtaining the written authorization of the individual or the individual’s representative, unless:

1. Such payment is for a communication regarding a drug or biologic currently prescribed for the individual and is reasonable in amount (as defined by the Secretary); or
2. The communication is made on behalf of Covered Entity and is consistent with the terms of this Agreement.

M. Business Associate agrees that if it uses or discloses patients’ PHI for marketing purposes, it will obtain Covered Entity’s written approval and such patients’ authorization before making any such use or disclosure.

IV. BUSINESS ASSOCIATE’S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS

A. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

B. Following the discovery of a Breach of Unsecured Protected Health Information, Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than ten (10) calendar days after discovery of the Breach. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate.

C. Notwithstanding the provisions of Section IV.B., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

1. If the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or
2. If the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official’s statement to Covered Entity.

D. The Breach notification provided shall include, to the extent possible:
1. The identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach;

2. A brief description of what happened, including the date of the Breach and the date of discovery of the Breach, if known;

3. A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

4. Any steps individuals should take to protect themselves from potential harm resulting from the Breach;

5. A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches and when such steps were taken; and

6. Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

E. Business Associate shall provide the information specified in Section IV.D. above, to Covered Entity at the time of the Breach notification, if possible, or promptly thereafter as information becomes available. Business Associate shall not delay notification to Covered Entity that a Breach has occurred in order to collect the information described in Section IV.D., and shall provide such information to Covered Entity even if the information becomes available after the ten (10)-day period provided for initial Breach notification.

V. OBLIGATIONS OF COVERED ENTITY

A. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520 of the HIPAA Privacy and Security Rules.

B. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose PHI, if such changes affect Business Associate’s permitted or required uses and disclosures.

C. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate’s use and disclosure of such PHI. Business Associate shall have a reasonable period of time to act on such notice.

VI. TERM AND TERMINATION

A. Term. The Term of this Agreement shall be effective as of the date first written above, and shall terminate upon the later of the following events: (i) in accordance with Section VI.C., when all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity or, if such return or destruction is infeasible, when protections are extended to such information; or (ii) upon the expiration or termination of the last of the Agreements.

B. Termination. Upon either Party’s knowledge of a material breach by the other Party of its obligations under this Agreement, the non-breaching Party shall, within twenty (20) days of that determination, notify the breaching Party, and the breaching Party shall have thirty (30) days from receipt of that notice to cure the breach or end the violation. If the breaching Party fails to take reasonable steps to effect such a cure within such time period, the non-breaching Party may terminate this Agreement and the Agreements.

Where either Party has knowledge of a material breach by the other Party and determines that cure is infeasible, prior notice of the breach is not required, and the non-breaching Party shall terminate the portion of the Agreements affected by the breach.
Where neither cure nor termination is feasible, the non-breaching Party shall report the violation to the Secretary.

C. Effect of Termination.

1. Except as provided in paragraph (2) of this subsection C., upon termination of this Agreement, the Agreements or upon request of Covered Entity, whichever occurs first, Business Associate shall within ten (10) days return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Neither Business Associate nor its subcontractors or agents shall retain copies of the PHI.

2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide within ten (10) days to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible; Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

VII. MISCELLANEOUS

A. Indemnification. Each Party shall indemnify and hold the other harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards, or other expenses, of any kind or nature whatsoever, including, without limitations, attorneys’ fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any breach or alleged breach of this Agreement, or any Breach, by that Party or its subcontractors or agents.

B. No Rights in Third Parties. Except as expressly stated herein, in the HIPAA Privacy and Security Rules, the Parties to this Agreement do not intend to create any rights in any third parties.

C. Survival. The obligations of Business Associate under Section VI.C. of this Agreement shall survive the expiration, termination, or cancellation of this Agreement, the Agreements, and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein. Furthermore, the Parties’ indemnification obligations pursuant to Section VII.A. of this Agreement shall survive the expiration, termination, or cancellation of this Agreement, the Agreements, and/or the business relationship of the Parties, and shall continue to bind the Parties, their agents, employees, contractors, successors, and assigns as set forth herein.

D. Amendment. This Agreement may be amended or modified only in a writing signed by the Parties. The Parties agree that they will negotiate amendments to this Agreement to conform to any changes in the HIPAA Privacy and Security Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Privacy and Security Rules. In addition, in the event that either Party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Privacy and Security Rules or any other applicable legislation, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty (30)-day period, the Agreement fails to comply with the HIPAA Privacy and Security Rules or any other applicable legislation, then either Party has the right to terminate this Agreement and the underlying arrangement upon written notice to the other Party.

E. Assignment. Neither Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party.

F. Independent Contractor. None of the provisions of this Agreement are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship.
G. **Governing Law.** To the extent this Agreement is not governed exclusively by the HIPAA Privacy and Security Rules or other provisions of federal statutory or regulatory law, it will be governed by and construed in accordance with the laws of the State of Washington.

H. **No Waiver.** No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

I. **Interpretation.** Any ambiguity of this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules.

J. **Severability.** In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.

K. **Notice.** Any notification required in this Agreement shall be made in writing to the representative of the other Party who signed this Agreement or the person currently serving in that representative’s position with the other Party.

L. **Certain Provisions Not Effective in Certain Circumstances.** The provisions of this Agreement relating to the HIPAA Security Rule shall not apply to Business Associate if Business Associate does not receive any Electronic PHI from or on behalf of Covered Entity.

M. **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written. In the event of any inconsistency between this Agreement and any other agreement between the Parties concerning the use and disclosure of PHI and the Parties’ obligations with respect thereto, the terms of this Agreement shall control.
The 10 Fundamental Components of Recovery

Self-Direction: Consumers lead, control, exercise choice over, and determine their own path of recovery by optimizing autonomy, independence, and control of resources to achieve a self-determined life. By definition, the recovery process must be self-directed by the individual, who defines his or her own life goals and designs a unique path towards those goals.

Individualized and Person-Centered: There are multiple pathways to recovery based on an individual’s unique strengths and resiliencies as well as his or her needs, preferences, experiences (including past trauma), and cultural background in all of its diverse representations. Individuals also identify recovery as being an ongoing journey and an end result as well as an overall paradigm for achieving wellness and optimal mental health.

Empowerment: Consumers have the authority to choose from a range of options and to participate in all decisions—including the allocation of resources—that will affect their lives, and are educated and supported in so doing. They have the ability to join with other consumers to collectively and effectively speak for themselves about their needs, wants, desires, and aspirations. Through empowerment, an individual gains control of his or her own destiny and influences the organizational and societal structures in his or her life.

Holistic: Recovery encompasses an individual’s whole life, including mind, body, spirit, and community. Recovery embraces all aspects of life, including housing, employment, education, mental health and healthcare treatment and services, complementary and naturalistic services, addictions treatment, spirituality, creativity, social networks, community participation, and family supports as determined by the person. Families, providers, organizations, systems, communities, and society play crucial roles in creating and maintaining meaningful opportunities for consumer access to these supports.

Non-Linear: Recovery is not a step-by-step process but one based on continual growth, occasional setbacks, and learning from experience. Recovery begins with an initial stage of awareness in which a person recognizes that positive change is possible. This awareness enables the consumer to move on to fully engage in the work of recovery.

Strengths-Based: Recovery focuses on valuing and building on the multiple capacities, resiliencies, talents, coping abilities, and inherent worth of individuals. By building on these strengths, consumers leave stymied life roles behind and engage in new life roles (e.g., partner, caregiver, friend, student and employee). The process of recovery moves forward through interaction with others in supportive, trust-based relationships.

Peer Support: Mutual support—including the sharing of experiential knowledge and skills and social learning—plays an invaluable role in recovery. Consumers encourage and engage other consumers in recovery and provide each other with a sense of belonging, supportive relationships, valued roles, and community.

Respect: Community, systems, and societal acceptance and appreciation of consumers—including protecting their rights and eliminating discrimination and stigma—are crucial in achieving recovery. Self-acceptance and regaining belief in one’s self are particularly vital. Respect ensures the inclusion and full participation of consumers in all aspects of their lives.

Responsibility: Consumers have a personal responsibility for their own self-care and journeys of recovery. Taking steps towards their goals may require great courage. Consumers must strive to understand and give meaning to their experiences and identify coping strategies and healing processes to promote their own wellness.

Hope: Recovery provides the essential and motivating message of a better future — that people can and do overcome the barriers and obstacles that confront them. Hope is internalized; but can be fostered by peers, families, friends, providers, and others. Hope is the catalyst of the recovery process. Mental health recovery not only benefits individuals with mental health disabilities by focusing on their abilities to live, work, learn, and fully participate in our society, but also enriches the texture of American community life. America reaps the benefits of the contributions individuals with mental disabilities can make, ultimately becoming a stronger and healthier Nation.
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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<tr>
<th>CLEARANCES</th>
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<th>Date</th>
<th>Date Received in Council Office</th>
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**TITLE OF DOCUMENT:** Contract between Whatcom County and Sun Community Service for operation of Sun House emergency shelter.

**ATTACHMENTS:**
1. Memo
2. Info sheet
3. Two copies of contract

**SEPA review required?** ( ) Yes (X) NO  
**SEPA review completed?** ( ) Yes (X) NO

**Should Clerk schedule a hearing?** ( ) Yes (X) NO  
**Requested Date:**

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Sun Community Services operates Sun House as an emergency shelter for mentally ill residents who are homeless and/or leaving jail and mental health institutions. The purpose of this contract is to provide operational funding for emergency shelter housing services at Sun House.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

Related County Contract #:  
Related File Numbers:  
Ordinance or Resolution Number:  

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).
MEMORANDUM

TO: Jack Louws, County Executive
FROM: Regina A. Delahunt, Director
RE: Sun Community Services, Emergency Shelter Operations at Sun House
DATE: June 4, 2015

Enclosed are two (2) originals of a contract between Whatcom County and Sun Community Services (SCS) for your review and signature.

- **Background and Purpose**
  SCS operates Sun House as an emergency shelter for mentally ill residents who are homeless and leaving jail and mental health institutions. The purpose of this contract is to provide operational funding for emergency shelter housing services at Sun House.

- **Funding Amount and Source**
  This contract includes federal Mental Health Block Grant funds from the North Sound Mental Health Administration (NSMHA) to be used specifically for short term housing for homeless individuals leaving jails and mental health institutions. Previous to July 1, 2015 these funds were contained in a separate contract between NSMHA and Sun Community Services. A supplemental budget request will be submitted in June to include this new funding source. Total contract funding in an amount not to exceed $242,235, also includes Chemical Dependency/Mental Health Program and mental health millage funds. This is a sole source contract because Sun Community Services has a lease on the County-owned building for this purpose and is the only vendor providing shelter services for this population. Council approval is required and an Agenda Bill is attached.

- **Differences from Previous Contract**
  This is a new contract, but similar to contracts with SCS that have been in place since 2012.

Please contact Gail de Hoog at extension 30693, if you have any questions or concerns regarding the terms of this agreement.

Encl.
<table>
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<th><strong>WHATCOM COUNTY CONTRACT INFORMATION SHEET</strong></th>
<th><strong>Whatcom County Contract No. 201506008</strong></th>
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</table>

| **Originating Department:** | Health |
| **Contract or Grant Administrator:** | Gail de Hoog |
| **Contractor’s / Agency Name:** | Sun Community Services |

| **Is this a New Contract?** | Yes ☒ No ☐ | **If not, is this an Amendment or Renewal to an Existing Contract?** | Yes ☐ No ☐ |
| **Does contract require Council Approval?** | Yes ☒ No ☐ | **If No, include WCC:** |
| **(see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)** |

| **Is this a grant agreement?** | Yes ☐ No ☒ | **If yes, grantor agency contract number(s):** |
| **Is this contract grant funded?** | Yes ☒ No ☐ | **If yes, Whatcom County grant contract number(s):** |
| **Is this contract the result of a RFP or Bid process?** | Yes ☐ No ☒ | **Contract Cost Center:** |
| **If YES, indicate exclusion(s) below:** | | |
| [ ] Professional services agreement for certified/licensed professional. | | |
| [ ] Contract work is for less than $100,000. | | |
| [ ] Contract work is for less than 120 days. | | |
| [ ] Interlocal Agreement (between Governments). | | |
| [ ] Contract for Commercial off the shelf items (COTS). | | |
| [ ] Work related subcontract less than $25,000. | | |
| [ ] Public Works - Local Agency/Federally Funded FHWA. | | |

| **Contract Amount:(sum of original contract amount and any prior amendments):** | **This Amendment Amount:** | **Total Amended Amount:** |
| $ 242,235 | | |

| **Summary of Scope:** |
| Sun Community Services operates an emergency shelter for individuals with mental illness who are homeless and leaving jail or mental health institutions. Sun House provides 24/7 supervision, meals, and medication assistance for up to 9 homeless individuals per day. |

| **Term of Contract:** | **Expiration Date:** | **Due:** |
| 1 Year | 06/30/2016 |  |

---

| **Contract Routing:** |
| 1. Prepared by: | pj | Date: 4/22/15 |
| 2. Attorney signoff: | rb | Date: 5/26/15 |
| 3. AS Finance reviewed: | bbennett | Date: 6-4-15 |
| 4. IT reviewed (if IT related): | | Date: 6-11-15 |
| 5. Contractor signed: | | |
| 6. Submitted to Exec.: | | |
| 7. Council approved (if necessary): | | |
| 8. Executive signed: | | |
| 9. Original to Council: | | |

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CONTRACT FOR SERVICES AGREEMENT
Emergency Shelter Services at Sun House

Sun Community Services, hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

   General Conditions, pp. 3 to 8.
   Exhibit A (Scope of Work), pp. 9 to 10.
   Exhibit B (Compensation), pp. 11 to 12.
   Exhibit C (Certificate of Insurance), p. 13
   Exhibit E (E-Verify Declaration), p. 15
   Exhibit F (Community Mental Health Block Grant), pp. 16 to 26

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein.

The term of this Agreement shall commence on the 1st day of July, 2015, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30th day of June, 2016.

The general purpose or objective of this Agreement is to provide emergency shelter services at Sun House, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed $242,235. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 11.1, 21.1, 30.1, 31.2, 32.1, 34.2, and 34.3, if included, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 4th day of June, 2015.

CONTRACTOR:

Sun Community Services

[Signature]
Denise Yorston, Executive Director

STATE OF WASHINGTON

) ss.

COUNTY OF WHATCOM

On this 4th day of June, 2015, before me personally appeared Denise Yorston to me known to be the Executive Director of Sun Community Services and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]
NOTARY PUBLIC in and for the State of Washington, residing at
My commission expires 8-9-16.
WHATCOM COUNTY:
Recommended for Approval:

Anne Deacon, Human Services Manager  6/5/15
Regina A. Delahunt, Director  6/8/15

Approved as to form:  6.8.15
Prosecuting Attorney

Approved:
Accepted for Whatcom County:

By:  
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON  )
                        ) ss
COUNTY OF WHATCOM  )

On this _____ day of __________________ 2015, before me personally appeared Jack Louws, to me known to be the Executive of
Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington, residing at
___________________. My commission expires ____________________

CONTRACTOR INFORMATION:

Sun Community Services
Denise Yorston, Executive Director
515 E. Chestnut St.
Bellingham, WA 98225
360-392-1319
GENERAL CONDITIONS

Series 00-09: Provisions Related to Scope and Nature of Services

0.1 Scope of Services:
The Contractor agrees to provide to the County services and any materials as set forth in the project narrative identified as Exhibit "A", during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

Series 10-19: Provisions Related to Term and Termination

10.1 Term:
Services provided by Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

10.2 Extension:
The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year, and for a total of no longer than three years.

11.1 Termination for Default:
If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County’s option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

11.2 Termination for Reduction in Funding:
In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.

11.3 Termination for Public Convenience:
The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:
Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.
Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

21.1 Taxes:
The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

22.1 Withholding Payment:
In the event the County's Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) to cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

23.1 Labor Standards:
The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:
The Contractor's services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the County. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.
30.2 **Assignment and Subcontracting:**
The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

30.3 **No Guarantee of Employment:**
The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.2 **Patent/Copyright Infringement:** Not Applicable

32.1 **Confidentiality:**
The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

33.1 **Right to Review:**
This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

34.1 **Proof of Insurance:**
The Contractor shall carry for the duration of this Agreement general liability and property damage insurance with the following minimums:

- Property Damage per occurrence - $500,000.00
- General Liability & Property Damage for bodily injury- $1,000,000.00

A Certificate of insurance, that also identifies the County as an additional insured, is attached hereto as Exhibit "C". This insurance shall be considered as primary and shall waive all rights of subrogation. The County insurance shall be noncontributory.

34.2 **Industrial Insurance Waiver:**
With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.

34.3 **Defense & Indemnity Agreement:**
The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees. In case of damages caused by the concurrent negligence of Contractor, its subcontractors, its successors or assigns, or its agents, servants, or employees, and the County, its appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Contractor, its agents, or its employees.
It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement shall create no rights in any third party.

35.1 Non-Discrimination in Employment:
The County’s policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 Non-Discrimination in Client Services:
The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status; or deny an individual or business any service or benefits under this Agreement; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt of any service or services or other benefits provided under this Agreement; or deny an individual or business an opportunity to participate in any program provided by this Agreement.

36.1 Waiver of Noncompetition: Not Applicable

36.2 Conflict of Interest:
If at any time prior to commencement of, or during the term of this Agreement, Contractor or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County’s interest, then Contractor shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County’s interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Contractor to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

37.1 Administration of Contract:
This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.

The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County’s representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County’s right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

Gail de Hoog, Housing Program Specialist
Whatcom County Health Department
509 Girard St.
Bellingham, WA 98225
(360) 576-6724 X30583
gdehoog@co.whatcom.wa.us

37.2 Notice:
Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County’s Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this
Agreement shall be given to the address provided by the Contractor herein above in the “Contractor Information” section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

38.1 Certification of Public Works Contractor’s Status under State Law: Not Applicable

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions: The Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

The Contractor also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Contractor and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Contractor agrees to include this clause titled “Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction” without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

The “General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs” is available to research this information at http://epis.anet.gov/.

38.3 E-Verify: The E-Verify contractor program for Whatcom County applies to contracts of $100,000 or more and sub contracts for $25,000 or more if the primary contract is for $100,000 or more. Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work for Whatcom County. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and Ineligibility for any Whatcom County contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit.” Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes

40.1 Modifications: Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

40.2 Contractor Commitments, Warranties and Representations: Not Applicable

41.1 Severability: If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

41.2 Waiver: Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 Disputes:

a. General: Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken.
b. Notice of Potential Claims:
The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim:
The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. Arbitration: Not Applicable

43.1 Venue and Choice of Law:
In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

44.1 Survival:
The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

45.1 Entire Agreement:
This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.
EXHIBIT "A"
(SCOPE OF WORK)

I. Background

Sun Community Services operates Sun House as an emergency shelter for mentally ill residents who are homeless and/or leaving jail and mental health institutions. The purpose of this contract is to provide operational funding for emergency shelter housing services at Sun House.

II. Statement of Work

The Contractor will:

1. Operate an emergency shelter facility with capacity for nine (9) beds that is staffed 24 hours per day, seven days a week.
2. Provide an evening meal and groceries for all other meals to residents.
3. Assist with medication self-administration as per WAC 246-888-020.
4. Arrange transportation after regular business hours, when needed.
5. Provide linens and laundry facilities.
6. Serve all eligible individuals up to facility capacity at any one time.

A. Service Requirements

1. The Contractor will comply with all provisions of the Community Mental Health Block Grant attached as Exhibit G.
2. The Contractor will operate the facility in accordance with the Emergency Shelter Operations Guide attached as Exhibit D.
3. The gross monthly income of all individuals served must be 50 percent or below of the area median income.
4. The priority populations to be served are homeless adults with mental health issues who are exiting the Whatcom County Jail or discharging from in-patient mental health hospital settings. Individuals who have a mental illness, are homeless and are vulnerable per Whatcom Homeless Service Center assessment criteria may be served as resources allow.
5. Residents are expected to be engaged in mental health services with a community provider and to have an individualized treatment/service plan.
6. Residents may stay at the facility for up to 90 days. Any exceptions to the 90 day limit must be approved in writing by the County Contract Administrator.
7. Staff will be trained in mental health awareness, de-escalation techniques, and substance abuse issues.
8. The Contractor will coordinate admissions through the Whatcom County Homeless Service Center for residents referred by the County's contracted Re-Entry Specialist, the Western State Hospital liaison, and other professionals designated by the County.
9. Staff will coordinate with each client's mental health provider to ensure relevant information sharing and case planning.

B. Other Requirements

1. The Contractor will allow access for Case Managers to Sun House and will coordinate residents' care with Mental Health service providers.
2. The Contractor will participate in monthly housing case management meetings, as arranged and convened by the Whatcom County Health Department and/or community partners.
3. The Contractor may refer Sun House residents to permanent housing placements.
4. Within 30 days of the start of this contract, Contractor will submit draft written procedures for resident medication self-administration consistent with WAC 246-888-020. Upon approval by Contract Administrator, those procedures will be followed by all staff who perform this activity.
5. The Contractor will report monthly on the following:
   a. Number of individuals admitted to Sun House
   b. Number of bed days per individual, noted by unique client identifier
   c. Number of individuals discharged from Sun House
   d. The residence or location to which each individual is discharged, or other discharge disposition.

6. The Contractor will maintain at least an average occupancy rate of 85%
EXHIBIT "B"
(COMPENSATION)

I. **Budget and Source of Funding**: The source of funding for this contract, in an amount not to exceed $242,235, is the Chemical Dependency/Mental Health Program Fund, Mental Health Millage, and the federal Community Mental Health Block Grant (93.958).

II. **Budget - Allowable Costs**

The budget for this cost reimbursement contract is as follows:

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Documents Required Each Invoice</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel - wages &amp; benefits</td>
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<td>$200,000</td>
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<tr>
<td>Operating Supplies</td>
<td>GL detail</td>
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<tr>
<td>Utilities</td>
<td>GL detail</td>
<td>$13,214</td>
</tr>
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<td><strong>Subtotal</strong></td>
<td></td>
<td><strong>$220,214</strong></td>
</tr>
<tr>
<td>Administration - 10%</td>
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<td>$22,021</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$242,235</strong></td>
</tr>
</tbody>
</table>

The contractor may transfer funds among budget line items in an amount up to 10% of the total budget; however, administration cannot exceed the identified rate.

III. **Invoicing**

1. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th of the month following the month of service. Invoices submitted for payment must include the items identified in the table above.

   Invoices may be sent via email to HL-BusinessOffice@co.whatcom.wa.us.

2. The Contractor shall submit invoices to *(include contract/PO #)*:

   Attention: Business Office  
   Whatcom County Health Department  
   509 Girard Street  
   Bellingham, WA 98225

3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.

4. Invoices must include the following statement, with an authorized signature and date:

   I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.

5. **Duplication of Billed Costs or Payments for Service**: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid
by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Rita Larsen
Phone (360) 734-1161
Fax (360) 734-1173
Email rita@riceinsurance.com

INSURED

Sun Community Service
515 E Chestnut St
Bellingham WA 98225

COVERAGEs

CERTIFICATE NUMBER: CL1522627952

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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<thead>
<tr>
<th>INSURER LTR</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL SUBRO</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
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<td>DAMAGE TO RENTED PREMISES (EA occurrence) $ 1,000.00</td>
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<td>MED EXP (Any one person) $ 10,000</td>
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<td>PRODUCTS - COM/POP AGG</td>
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<td></td>
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<td>BODILY INJURY (Per person) $</td>
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<td>BODILY INJURY (Per accident) $</td>
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<td>PROPERTY DAMAGE (Per accident) $</td>
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<tr>
<td>A</td>
<td>UMBRELLA LIABILITY</td>
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<td>2/17/2015</td>
<td>2/17/2016</td>
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<td>2/17/2015</td>
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<td>E.L. EACH ACCIDENT $ 1,000.00</td>
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<td>AND EMPLOYERS' LIABILITY</td>
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<td></td>
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<td>E.L. DISEASE - EA EMPLOYEE $ 1,000.00</td>
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<td></td>
<td>ANY PROPRIETOR/PARTNER/EXECUTIVE</td>
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<td>E.L. DISEASE - POLICY LIMIT $ 3,000.00</td>
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</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured per CG7635 attached

CERTIFICATE HOLDER

Whatcom County Health Department
509 Girard St
Bellingham, WA 98225

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jay Gossage/RFM

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ACORD 25 (2014/01)
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INS025 (2014/01)
Exhibit "C"
(CERTIFICATE OF INSURANCE)
Exhibit "D"
Sun House Emergency Shelter Operations Guidelines

1. All new staff and at least annually thereafter, all staff members must have a clear criminal history background check. An employee will not be employed if their background check contains offences that would disqualify them for employment per DSHS.

2. All direct contact staff members must have current CPR and First Aid training.

3. All direct contact staff members will have a clear TB test to be conducted within the first 90 days of employment, or documentation of clear TB status.

4. All direct contact staff members must have a Food Handler’s permit or CEUs in safe food handling and preparation.

5. Fire drills will be performed twice per quarter and all smoke detectors tested at least monthly.

6. The fire alarm system and fire extinguishers will be inspected annually.

7. All rooms that are in use for clients will meet fire egress standards.

8. The facility will remain ADA compliant.

9. Critical incidents will be reported to NSMHA and the Health Department within 24 hours (critical incidents are things like serious injury to a consumer, death, abuse).

10. All staff members will receive annual performance evaluations.

11. All residents will have a crisis plan and individual support plan developed within the first month of admission.

12. All residents will have a mental health diagnosis.

13. Consumers with a history of physical aggression, self-injury, fire-setting, and/or sexual crimes will be declined admission unless there is a reason to believe such behavior is unlikely to occur again; this usually involves assessment and documentation by a psychiatrist.

14. Meals provided by Sun Community Service will be nutritionally complete, and food will be available to clients for meals and snacks that meet nutritional needs.

15. Clients will be provided privacy when meeting with their service providers if they desire.

16. Clients can make private phone calls if they wish.

17. Client mail will be given to the client unopened.

18. All medications will be kept in a locked storage container, unless the medication is needed for urgent PRN conditions, such as an inhaler for asthma, which the client may keep on their person if desired.

19. Clients will be prompted to take medications as prescribed and staff will document when medications are taken according to the medication self-administration procedure resulting from Exhibit A – Item B4 above.

20. Clients will be provided a minimum of 80 square feet per person of bedroom space.

21. Physical space for clients will be free from toxic chemicals and hazardous or unsafe conditions.

22. Smoking will only occur outdoors and at least 24 feet from doors and windows.

23. The client’s right to privacy will be respected per accordance with HIPAA standards.

24. A process will be in place for evaluating and responding to allegations of abuse and neglect.
Exhibit “E”
(E-Verify Declaration)

Firm Name: ____________________________

Proposal/Bid/Invitation/Solicitation No. ____________________________

The undersigned declares, under **penalty of perjury** under the laws of Washington that:

1. The above named firm is currently enrolled in and using the E-Verify system for all employees hired on or after the contract inception date and will continue to use the E-Verify system for so long as work is being performed on the above named project.

2. I certify that I am duly authorized to sign this declaration on behalf of the above named bidder/proposer.

3. I acknowledge that Whatcom County requires a copy of the Memorandum of Understanding between the contractor listed above and the Department of Homeland Security certifying enrollment in the E-Verify program. Failure to provide the required Memorandum of Understanding could lead to suspension of this contract.

DATE: ____________________________

SIGNATURE: ____________________________

PRINTED NAME: ____________________________
Exhibit "F"
(COMMUNITY MENTAL HEALTH BLOCK GRANT)

PURPOSE
The purpose of this Agreement is to promote recovery and resilience to individuals and to provide services that are in alignment with NSMHA's Strategic Priorities and in accordance with federal and state MHBG requirements.

STATEMENT OF WORK
CONTRACTOR shall furnish the necessary personnel and services and do all things necessary for the performance of the work set forth herein as presently written or as may be later amended.

Priority Population
This project will serve Individuals who are homeless with a behavioral health diagnosis, discharging from psychiatric inpatient facilities/institutions and jail/prison settings. Individuals discharging from Western State Hospital are given the highest priority.

Program Activities
Individuals residing at the Sun House Emergency Shelter will receive housing case management and support in their recovery. Services provided to individuals residing at the house will include, but not limited to, the following:

a. A safe and private room;
b. Nutritious meals and snacks;
c. Bathing and laundry facilities; and
d. Medication monitoring.

Staff will provide support and referrals to individuals to promote recovery. Ensuring appointments are made and kept, facilitate arrangements for transportation to appointments and implement goals on an individual’s support plan. Staff shall advocate for the residents by setting up phone calls and meetings with people important to the individual’s well-being and success, staff are available to residents for conversation and guidance, to provide modeling and intervention in negotiating social skills to encourage and support therapeutic family and social relationships.

Staff teach cooking, hygiene and independent living skills. Staff ensures that individual basic needs are met for hygiene, food and warmth. Staff members intervene appropriately and without judgment to individuals who are intoxicated or under the influence of street drugs. Staff members are familiar with meth-induced psychosis, heroin-induced behavioral changes, and symptoms of intoxication. Mental Health symptoms are evaluated throughout the day and documented to establish a baseline so staff members know when an individual is experiencing an increase in symptoms that requires intervention.

Peer Counselors will be utilized through the Rainbow Center to provide support in transitions to permanent housing, accessing and integrating into community-based activities. Residents may also attend the Rainbow Center for classes, activities and job preparation skills.

Cultural preferences are documented and training is provided to staff on a regular basis and as needed. Needs and preferences of an individual are documented in the support plan.

CONTRACTOR shall serve 45 unduplicated individuals and provide 5,429 hours of service.

Maintenance of Records
During the term of this Agreement and for six (6) years following termination or expiration of this Agreement, if any audit, claim, litigation, or other legal action involving the records is started before expiration of the six (6) year period, the records shall be maintained until completion and resolution of all issues arising there from or until the end of the six (6) year period, whichever is later. CONTRACTOR shall maintain records sufficient to:

a. Maintain the content of all Medical Records in a manner consistent with utilization control requirements of 42 CFR 456, 42 CFR 434.34 (a), 42 CFR 456.111, and 42 CFR 456.211.
b. Document performance of all acts required by law, regulation, or this Agreement.

c. Substantiate CONTRACTOR statement of their organizations' structures, tax status, capabilities and performance.

d. Demonstrate accounting procedures, practices and records, which sufficiently and properly document CONTRACTOR invoices to NSMHA and all expenditures made by CONTRACTOR to perform as required by this Agreement.

e. CONTRACTOR and their subcontractors shall cooperate in all reviews, including but not limited to, surveys and research conducted by NSMHA, DSHS, or other Washington State Departments.

f. Evaluations shall be done by inspection or other means to measure quality, appropriateness and timeliness of services performed under this Agreement and to determine whether CONTRACTOR and their subcontractors are providing service to individuals in accordance with the requirements set forth in this Agreement and applicable state and federal regulations as existing or hereafter amended.

Confidentiality of Client Information

The parties shall not use, publish, sell or otherwise disclose any confidential information gained by reason of this Agreement for any purpose that is not directly connected with the performance of the services contemplated hereunder, except:

a. As provided by law, or
b. In the case of Personal Information, as provided by law or with prior written consent of the person or personal representative who is subject of the personal information.

The parties shall protect and maintain all confidential information gained by reason of this Agreement against unauthorized use, access, disclosure, modification or loss. This duty requires the parties to employ reasonable security measures, which include restricting access to the confidential information by:

a. Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
b. Physically securing any computers, documents, or other media containing the Confidential Information.

To the extent allowed by law, at the end of the Agreement term, or when no longer needed, the parties shall return confidential information or certify in writing the destruction of Confidential Information upon written requests by the other party.

Paper documents with confidential information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (i.e. protected health information) must be destroyed through shredding, pulping or incineration.

The compromise or potential compromise of Confidential Information must be reported to NSMHA contact designated on this Agreement within five (5) business days of discovery for breaches less than 500 persons' protected data and three (3) business days of discovery for breaches of over 500 persons' protected data. The parties must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law.

CONTRACTOR shall assure that all staff and subcontractors providing mental health services under this Agreement receive annual training on confidentiality policies and procedures. In addition, CONTRACTOR shall assure that all staff and subcontractors providing mental health services under this Agreement sign an annual Oath of Confidentiality statement. Signed copies of the Oath of Confidentiality shall be kept in CONTRACTOR's personnel files.

CONTRACTOR will comply with the terms of the Business Associate Agreement attached as Attachment F-1.
Treatment of Client Property
Unless otherwise provided in this Agreement, Contractor shall ensure any adult individual receiving services from Contractor under this Agreement has unrestricted access to the individual’s personal property. Contractor shall not interfere with any adult individual’s ownership, possession, or use of the individual’s property unless clinically indicated. Contractor shall provide individuals under age eighteen with reasonable access to their personal property that is appropriate to the individual’s age, development, and needs. Upon termination of this Agreement, Contractor shall immediately release to the individual/the individual’s guardian or custodian all of the individual’s personal property.

Performance Measures
CONTRACTOR shall monitor and report quarterly on the following measures:

a. Number of unduplicated individuals residing at Sun House;
b. Referral source.

Outcome Measures
CONTRACTOR shall monitor and report annually on the following outcome measures:

a. 80% of individuals with a mental illness discharging from a psychiatric inpatient facility will not be readmitted within 90 days of discharge.
b. 80% of individuals releasing from jail or prison will not be rearrested within 90 days of release.

CONTRACTOR is responsible for all elements of the program.

Reporting Requirements
CONTRACTOR shall provide quarterly and annual progress reports in a timely manner and any additional documentation as requested.

CONTRACTOR shall maintain documentation of the services described in this Agreement, including documentation of related outcomes and actual costs.

Performance Standards
In carrying out its responsibilities under this contract, CONTRACTOR shall comply with the following performance standards.

a. If CONTRACTOR subcontracts for the provision of services under this agreement, it shall maintain documentation of its oversight and monitoring of subcontractors who are providing services described in this Agreement, including documentation of related outcomes, actual costs and will provide such documentation when requested by NSMHA.
b. CONTRACTOR shall incorporate SAMHSA’s 10 Fundamental Components of Recovery (Attachment F-2) in the daily activities and interactions with individuals seeking help with their recovery.
c. CONTRACTOR shall participate in annual peer reviews by individuals with expertise in the field of mental health when requested by NSMHA/DSHS.
Attachment F-1

(BUSINESS ASSOCIATE AGREEMENT)

This Business Associate Agreement (the “Agreement”) is made effective the 1st day of July, 2015, by and between Whatcom County, hereinafter referred to as “Covered Entity,” and Sun Community Services, hereinafter referred to as “Business Associate” (individually, a “Party” and collectively, the “Parties”).

REQUITALS:

A. WHEREAS, the Parties wish to enter into a Business Associate Agreement to ensure compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy and Security Rules") (45 CFR Parts 160 and 164); and

B. WHEREAS, the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the "HIPAA Privacy and Security Rules" include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

C. WHEREAS, the Parties have entered into a written or oral arrangement or arrangements (the “Agreements”) whereby Business Associate will provide certain services to Covered Entity and, pursuant to such Agreements, Business Associate may be considered a “Business Associate” of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

D. WHEREAS, Business Associate may have access to Protected Health Information (hereinafter "PHI") or Electronic Protected Health Information (as defined below) in fulfilling its responsibilities under the Agreements; and

E. WHEREAS, Covered Entity wishes to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a Business Associate to Covered Entity.

THEREFORE, in consideration of the Parties’ continuing obligations under the Agreements, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Agreement shall have the definitions set forth in the HIPAA Privacy and Security Rules. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, the HIPAA Privacy and Security Rules in effect at the time shall control. Where provisions of this Agreement are different than those mandated by the HIPAA Privacy and Security Rules, but are nonetheless permitted by the HIPAA Privacy and Security Rules, the provisions of this Agreement shall control.

The term “Breach” means the unauthorized acquisition, access, use, or disclosure of PHI which compromises the security or privacy of such information. The term “Breach” does not include: (1) any unintentional acquisition, access, or use of PHI by any employee or individual acting under the authority of a covered entity or business associate if (a) such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate, and (b) such information is not further impermissibly acquired, accessed, used, or disclosed by any person; (2) any inadvertent disclosure by an individual who is otherwise authorized to access PHI at a facility operated by a covered entity or business associate to another similarly situated individual at the same facility, where the information disclosed is not further impermissibly acquired, accessed, used, or disclosed by any person; or (3) an impermissible disclosure of PHI where Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

The term “HIPAA Privacy and Security Rules” refers to 45 CFR Parts 160 and 164 as currently in effect or hereafter amended.

The term "Protected Health Information" or “PHI” means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic,
medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is reasonable basis to believe the information can be used to identify the individual. “Protected Health Information” includes, without limitation, “Electronic Protected Health Information,” as defined below.

The term “Electronic Protected Health Information” means PHI which is transmitted by or maintained in Electronic Media (as now or hereafter defined in the HIPAA Privacy and Security Rules).

The term “Secretary” means the Secretary of the Department of Health and Human Services.

The term “Unsecured Protected Health Information” means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance published in the Federal Register at 74 Fed. Reg. 19006 on April 27, 2009 and in annual guidance published thereafter.

II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

A. Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreements, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity.

B. Business Associate may use PHI in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

C. Business Associate may disclose PHI in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:

1. The disclosures are required by law; or
2. Business Associate obtains reasonable assurances from the third parties to whom the PHI is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.

D. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only PHI that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of PHI to accomplish the intended purpose of the access, use, or request. The Parties shall collaborate in determining what quantum of information constitutes the “minimum necessary” amount for Business Associate to accomplish its intended purposes.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

A. Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity’s behalf shall be subject to this Agreement.

B. Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as required by law.

C. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Specifically, Business Associate will:
1. Implement the administrative, physical, and technical safeguards set forth in Sections 164.308, 164.310, and 164.312 of the HIPAA Privacy and Security Rules that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with Section 164.316 of the HIPAA Privacy and Security Rules, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in Sections 164.308, 164.310, and 164.312; and

2. Report to Covered Entity any use or disclosure of PHI not provided for by this Agreement, including any Security Incident, of which Business Associate becomes aware, regardless of whether the Security Incident rises to the level of a Breach. For purposes of this Agreement, "Security Incident" means the successful unauthorized access, use, disclosure, modification, or destruction of PHI or interference with system operations in an information system, of which Business Associate has knowledge or should, with the exercise of reasonable diligence, have knowledge, excluding (i) "pings" on an information system firewall; (ii) port scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) "malware" (e.g., a worm or a virus) that does not result in unauthorized access, use, disclosure, modification or destruction of PHI. The report shall be made as soon as practical, and in any event within ten (10) days of Business Associate’s discovery of the Security Incident. A Security Incident shall be treated as discovered by Business Associate as of the first day on which such Security Incident is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate.

D. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

E. Business Associate agrees to comply with any requests for restrictions on certain disclosures of PHI to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules and of which Business Associate has been notified by Covered Entity. In addition, and notwithstanding the provisions of Section 164.522 (a)(1)(ii), Business Associate agrees to comply with an individual’s request to restrict disclosure of PHI to a health plan for purposes of carrying out payment or health care operations if the PHI pertains solely to a health care item or service for which Covered Entity has been paid by in full by the individual or the individual’s representative. The restriction can only apply to disclosures beginning the next business day after the request for restriction is received.

F. At the request of Covered Entity, and in a reasonable time and manner, Business Associate agrees to make available PHI required for Covered Entity to respond to an individual’s request for access to his or her PHI in accordance with Section 164.524 of the HIPAA Privacy and Security Rules. If Business Associate maintains PHI electronically, it agrees to make such PHI available electronically to the applicable individual or to a person or entity specifically designated by such individual, upon such individual’s request.

G. At the request of Covered Entity, and in a reasonable time and manner, Business Associate agrees to make available PHI required for amendment by Covered Entity in accordance with the requirements of Section 164.526 of the HIPAA Privacy and Security Rules.

H. Business Associate agrees to document any disclosures of, and make PHI available, for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy and Security Rules.

I. Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary for the purpose of determining Covered Entity’s compliance with the HIPAA Privacy and Security Rules, in a time and manner designated by the Secretary.
J. Business Associate agrees that, while present at any Covered Entity facility and/or when accessing Covered Entity’s computer network(s), it and all of its employees, agents, representatives and subcontractors will at all times comply with any network access and other security practices, procedures and/or policies established by Covered Entity including, without limitation, those established pursuant to the HIPAA Privacy and Security Rules.

K. Business Associate agrees that it will not directly or indirectly receive remuneration in exchange for any PHI of an individual without the written authorization of the individual or the individual’s representative, except where the purpose of the exchange is:

1. For public health activities as described in Section 164.512(b) of the HIPAA Privacy and Security Rules;
2. For research as described in Sections 164.501 and 164.512(i) of the HIPAA Privacy and Security Rules, and the price charged reflects the costs of preparation and transmittal of the data for such purpose;
3. For treatment of the individual, subject to any further regulation promulgated by the Secretary to prevent inappropriate access, use, or disclosure of PHI;
4. For the sale, transfer, merger, or consolidation of all or part of Business Associate and due diligence related to that activity;
5. For an activity that Business Associate undertakes on behalf of and at the specific request of Covered Entity;
6. To provide an individual with a copy of the individual’s PHI pursuant to Section 164.524 of the HIPAA Privacy and Security Rules; or
7. Other exchanges that the Secretary determines in regulations to be similarly necessary and appropriate as those described in this Section III.K.

L. Business Associate agrees that it will not directly or indirectly receive remuneration for any written communication that encourages an individual to purchase or use a product or service without first obtaining the written authorization of the individual or the individual’s representative, unless:

1. Such payment is for a communication regarding a drug or biologic currently prescribed for the individual and is reasonable in amount (as defined by the Secretary); or
2. The communication is made on behalf of Covered Entity and is consistent with the terms of this Agreement.

M. Business Associate agrees that if it uses or discloses patients’ PHI for marketing purposes, it will obtain Covered Entity’s written approval and such patients’ authorization before making any such use or disclosure.

IV. BUSINESS ASSOCIATE’S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS

A. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

B. Following the discovery of a Breach of Unsecured Protected Health Information, Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than ten (10) calendar days after discovery of the Breach. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate.

C. Notwithstanding the provisions of Section IV.B., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

1. If the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or
2. If the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.
Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official's statement to Covered Entity.

D. The Breach notification provided shall include, to the extent possible:

1. The identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach;

2. A brief description of what happened, including the date of the Breach and the date of discovery of the Breach, if known;

3. A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

4. Any steps individuals should take to protect themselves from potential harm resulting from the Breach;

5. A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches and when such steps were taken; and

6. Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

E. Business Associate shall provide the information specified in Section IV.D. above, to Covered Entity at the time of the Breach notification, if possible, or promptly thereafter as information becomes available. Business Associate shall not delay notification to Covered Entity that a Breach has occurred in order to collect the information described in Section IV.D., and shall provide such information to Covered Entity even if the information becomes available after the ten (10)-day period provided for initial Breach notification.

V. OBLIGATIONS OF COVERED ENTITY

A. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520 of the HIPAA Privacy and Security Rules.

B. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

C. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate's use and disclosure of such PHI. Business Associate shall have a reasonable period of time to act on such notice.

VI. TERM AND TERMINATION

A. Term. The Term of this Agreement shall be effective as of the date first written above, and shall terminate upon the later of the following events: (i) in accordance with Section VI.C., when all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity or, if such return or destruction is infeasible, when protections are extended to such information; or (ii) upon the expiration or termination of the last of the Agreements.

B. Termination. Upon either Party’s knowledge of a material breach by the other Party of its obligations under this Agreement, the non-breaching Party shall, within twenty (20) days of that determination, notify the breaching Party, and the breaching Party shall have thirty (30) days from receipt of that notice to cure the breach or end the violation. If the breaching Party fails to take reasonable steps to effect such a cure within such time period, the non-breaching Party may terminate this Agreement and the Agreements.
Where either Party has knowledge of a material breach by the other Party and determines that cure is infeasible, prior notice of the breach is not required, and the non-breaching Party shall terminate the portion of the Agreements affected by the breach.

Where neither cure nor termination is feasible, the non-breaching Party shall report the violation to the Secretary.

C. Effect of Termination.

1. Except as provided in paragraph (2) of this subsection C., upon termination of this Agreement, the Agreements or upon request of Covered Entity, whichever occurs first, Business Associate shall within ten (10) days return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Neither Business Associate nor its subcontractors or agents shall retain copies of the PHI.

2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide within ten (10) days to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible; Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

VII. MISCELLANEOUS

A. Indemnification. Each Party shall indemnify and hold the other harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards, or other expenses, of any kind or nature whatsoever, including, without limitations, attorneys' fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any breach or alleged breach of this Agreement, or any Breach, by that Party or its subcontractors or agents.

B. No Rights in Third Parties. Except as expressly stated herein, in the HIPAA Privacy and Security Rules, the Parties to this Agreement do not intend to create any rights in any third parties.

C. Survival. The obligations of Business Associate under Section VI.C. of this Agreement shall survive the expiration, termination, or cancellation of this Agreement, the Agreements, and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein. Furthermore, the Parties' indemnification obligations pursuant to Section VII.A. of this Agreement shall survive the expiration, termination, or cancellation of this Agreement, the Agreements, and/or the business relationship of the Parties, and shall continue to bind the Parties, their agents, employees, contractors, successors, and assigns as set forth herein.

D. Amendment. This Agreement may be amended or modified only in a writing signed by the Parties. The Parties agree that they will negotiate amendments to this Agreement to conform to any changes in the HIPAA Privacy and Security Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Privacy and Security Rules. In addition, in the event that either Party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Privacy and Security Rules or any other applicable legislation, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty (30)-day period, the Agreement fails to comply with the HIPAA Privacy and Security Rules or any other applicable legislation, then either Party has the right to terminate this Agreement and the underlying arrangement upon written notice to the other Party.

E. Assignment. Neither Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party.
F. **Independent Contractor.** None of the provisions of this Agreement are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship.

G. **Governing Law.** To the extent this Agreement is not governed exclusively by the HIPAA Privacy and Security Rules or other provisions of federal statutory or regulatory law, it will be governed by and construed in accordance with the laws of the State of Washington.

H. **No Waiver.** No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

I. **Interpretation.** Any ambiguity of this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules.

J. **Severability.** In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.

K. **Notice.** Any notification required in this Agreement shall be made in writing to the representative of the other Party who signed this Agreement or the person currently serving in that representative’s position with the other Party.

L. **Certain Provisions Not Effective In Certain Circumstances.** The provisions of this Agreement relating to the HIPAA Security Rule shall not apply to Business Associate if Business Associate does not receive any Electronic PHI from or on behalf of Covered Entity.

M. **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written. In the event of any inconsistency between this Agreement and any other agreement between the Parties concerning the use and disclosure of PHI and the Parties’ obligations with respect thereto, the terms of this Agreement shall control.
The 10 Fundamental Components of Recovery

Self-Direction: Consumers lead, control, exercise choice over, and determine their own path of recovery by optimizing autonomy, independence, and control of resources to achieve a self-determined life. By definition, the recovery process must be self-directed by the individual, who defines his or her own life goals and designs a unique path towards those goals.

Individualized and Person-Centered: There are multiple pathways to recovery based on an individual’s unique strengths and resiliencies as well as his or her needs, preferences, experiences (including past trauma), and cultural background in all of its diverse representations. Individuals also identify recovery as being an ongoing journey and an end result as well as an overall paradigm for achieving wellness and optimal mental health.

Empowerment: Consumers have the authority to choose from a range of options and to participate in all decisions—including the allocation of resources—that will affect their lives, and are educated and supported in so doing. They have the ability to join with other consumers to collectively and effectively speak for themselves about their needs, wants, desires, and aspirations. Through empowerment, an individual gains control of his or her own destiny and influences the organizational and societal structures in his or her life.

Holistic: Recovery encompasses an individual’s whole life, including mind, body, spirit, and community. Recovery embraces all aspects of life, including housing, employment, education, mental health and healthcare treatment and services, complementary and naturalistic services, addictions treatment, spirituality, creativity, social networks, community participation, and family support as determined by the person. Families, providers, organizations, systems, communities, and society play crucial roles in creating and maintaining meaningful opportunities for consumer access to these supports.

Non-Linear: Recovery is not a step-by-step process but one based on continual growth, occasional setbacks, and learning from experience. Recovery begins with an initial stage of awareness in which a person recognizes that positive change is possible. This awareness enables the consumer to move on to fully engage in the work of recovery.

Strengths-Based: Recovery focuses on valuing and building on the multiple capacities, resiliencies, talents, coping abilities, and inherent worth of individuals. By building on these strengths, consumers leave stymied life roles behind and engage in new life roles (e.g., partner, caregiver, friend, student and employee). The process of recovery moves forward through interaction with others in supportive, trust-based relationships.

Peer Support: Mutual support—including the sharing of experiential knowledge and skills and social learning—plays an invaluable role in recovery. Consumers encourage and engage other consumers in recovery and provide each other with a sense of belonging, supportive relationships, valued roles, and community.

Respect: Community, systems, and societal acceptance and appreciation of consumers—including protecting their rights and eliminating discrimination and stigma—are crucial in achieving recovery. Self-acceptance and regaining belief in one’s self are particularly vital. Respect ensures the inclusion and full participation of consumers in all aspects of their lives.

Responsibility: Consumers have a personal responsibility for their own self-care and journeys of recovery. Taking steps towards their goals may require great courage. Consumers must strive to understand and give meaning to their experiences and identify coping strategies and healing processes to promote their own wellness.

Hope: Recovery provides the essential and motivating message of a better future—that people can and do overcome the barriers and obstacles that confront them. Hope is internalized; but can be fostered by peers, families, friends, providers, and others. Hope is the catalyst of the recovery process. Mental health recovery not only benefits individuals with mental health disabilities by focusing on their abilities to live, work, learn, and fully participate in our society, but also enriches the texture of American community life. America reaps the benefits of the contributions individuals with mental disabilities can make, ultimately becoming a stronger and healthier Nation.
### WHATCOM COUNTY COUNCIL AGENDA BILL

<table>
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<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
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**JUN 16 2015**

**WHATCOM COUNTY COUNCIL**

**TITLE OF DOCUMENT:** Contract between Whatcom County Health Department and Opportunity Council

**ATTACHMENTS:**
1. Contract Info Sheet
2. Memo to Executive
3. 2 Originals of Contract Agreement

**SEPA review required?** ( ) Yes (X) NO
**SEPA review completed?** ( ) Yes (X) NO

**Should Clerk schedule a hearing?** ( ) Yes (X) NO

**Requested Date:**

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

The purpose of this contract is to provide Child Development Services (CDS) to eligible children ages birth to three with developmental disabilities and delays. These services are designed to meet the developmental needs of eligible infants and toddlers and assist the family in enhancing the child’s development.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council)
Enclosed are two (2) originals of a contract for Child Development Services (CDS) between Whatcom County and Opportunity Council for your review and signature.

**Background and Purpose**
The purpose of this contract is to provide Child Development Services (CDS) to eligible children age birth to three with developmental disabilities and delays. These services are designed to meet the developmental needs of eligible infants and toddlers and assist the family in enhancing the child’s development. 145 children received service on average each month through this program in 2014.

**Funding Amount and Source**
The source of funding for this contract is Washington State General Fund through the County’s contract with the Washington State Department of Social and Health Services, Developmental Disabilities Administration (DDA). Total compensation under this contract will vary depending on the number of clients authorized; however the estimated authorized service level is $52,375. County Council approval is required, and an Agenda Bill is attached.

**Differences from Previous Contract**
This is a new contract.

Please contact Jessica Lee at extension 32014, if you have any questions or concerns regarding the terms of this agreement.

Encl.
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

<table>
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<tr>
<th>Originating Department:</th>
<th>Health Department</th>
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<tbody>
<tr>
<td>Contract Administrator:</td>
<td>Jessica Lee</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Opportunity Council</td>
</tr>
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</table>

**Is this a New Contract?**
- Yes [X]  No [ ]
- Yes [ ]  No [ ]
- If yes, previous number(s): ____________________

**Does contract require Council Approval?**
- Yes [X]  No [ ]
- If No, include WCC ____________________

**Is this a grant agreement?**
- Yes [ ]  No [X]
- If yes, grantor agency contract number(s) ____________________
  CFDA number ____________________

**Is this contract grant funded?**
- Yes [X]  No [ ]
- If yes, associated Whatcom County contract number(s) ____________
  in process # TBD_ ____________

**Is this contract the result of a RFP or Bid process?**
- Yes [X]  No [ ]
- If yes, RFP and Bid number(s) ____________
  Cost Center: ____________

**Is this contract excluded from E-Verify?**
- No [X]  Yes [ ]

If no, include Attachment D Contractor Declaration Form

- If yes, indicate qualified exclusion(s) below:
  - Contract less than $100,000.
  - [X] Professional services agreement for certified/licensed professional
  - Work is for less than 120 days
  - Interlocal Agreement (between Govt.)
  - Contract for Commercial off the shelf items (COTS)
  - Public Works Dept. - Local Agency/Federally Funded FHWA

**Contract Amount:** (sum of orig contract amt and any prior amendments)

**Variable depending on County authorization**

This Amendment Amount:

$ ____________________

Total Amended Amount:

$ ____________________

**Scope of Services:**

The purpose of this contract is to provide Child Development Services (CDS) to eligible children ages birth to three with developmental disabilities and delays. These services are designed to meet the developmental needs of eligible infants and toddlers and assist the family in enhancing the child’s development.

**Term of Contract:** 1 Year  
**Expiration Date:** 6/30/16

**Contract Routing Steps & Signoff:** [sign or initial]  
1. Prepared by: _______ PJ _______
2. Attorney reviewed: _______ rb _______
3. AS Finance reviewed: _______ bbennett _______
4. IT reviewed if IT related: _______
5. Attorney signoff: _______
6. Contractor signed: _______
7. Submitted to Exec Office: _______
8. Council approved (if necessary): _______
9. Executive signed: _______
10. County Original to Council: _______

**[indicate date transmitted]  
Date 4/14/15 [electronic]  
Date 5/6/15 [electronic]  
Date 5/13/15 [electronic]  
Date _______

Date 5/28/15  
Date 6/1/15 [summary via electronic; hardcopies]  
Date _______

Date _______
COUNTY ORIGINAL

CONTRACT FOR SERVICES AGREEMENT
Child Development Services

Opportunity Council, hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 8,
Exhibit A (Scope of Work), pp. 9 to 12,
Exhibit B (Compensation), pp. 13 to 15,
Exhibit C (Certificate of Insurance) p. 16

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein.

The term of this Agreement shall commence on the 1st day of July, 2015, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30th day of June, 2016.

The general purpose or objective of this Agreement is to: provide Child Development Services (CDS) to eligible children ages birth to three with developmental disabilities and delays, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term will vary, depending upon the number of clients authorized for service by the Washington State Department of Social and Health Services, Developmental Disabilities Administration. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 11.1, 21.1, 30.1, 31.2, 32.1, 34.2, and 34.3, if included, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 28th day of May, 2015.

CONTRACTOR:

Opportunity Council

David Finet, Executive Director

STATE OF WASHINGTON )
COUNTY OF Whatcom } ss.

On this 28th day of May, 2015, before me personally appeared David W. Finet, to me known to be the Executive Director (title) of Opportunity Council (Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

WHATCOM COUNTY:
Recommended for Approval:

Regina A. Dejahunt, Health Department Director 6/8/15

Anne Deacon, Human Services Manager 6/5/15

Approved as to form:

Prosecuting Attorney 6/8/15

Approved:
Accepted for Whatcom County:

By:
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON )
COUNTY OF WHATCOM ) ss

On this 6/14/2015, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington, residing at  
My commission expires  

CONTRACTOR INFORMATION:

Opportunity Council
David Finet, Executive Director
1111 Cornwall Ave, Suite C
Bellingham, WA 98225
360-734-5121
Dave_finet@oppec.org

Contract for Services Agreement
HL_070115_Opportunity_Council_Child DD

v 1.0
GENERAL CONDITIONS

Series 00-09: Provisions Related to Scope and Nature of Services

0.1 Scope of Services:
The Contractor agrees to provide to the County services and any materials as set forth in the project narrative identified as Exhibit "A", during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

Series 10-19: Provisions Related to Term and Termination

10.1 Term:
Services provided by Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

11.1 Termination for Default:
If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

11.2 Termination for Reduction in Funding:
In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.

11.3 Termination for Public Convenience:
The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:
Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

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Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

21.1 Taxes:
The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

22.1 Withholding Payment:
In the event the County's Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withold from amounts otherwise due and payable to the Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

23.1 Labor Standards:
The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:
The Contractor's services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the County. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.
Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any losses or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

30.2 Assignment and Subcontracting:
The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

30.3 No Guarantee of Employment:
The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.1 Ownership of Items Produced:
All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County.

31.2 Patent/Copyright Infringement: Not Applicable

32.1 Confidentiality:
The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

33.1 Right to Review:
This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

34.1 Proof of Insurance:
The Contractor shall carry for the duration of this Agreement general liability and property damage insurance with the following minimums:
Property Damage per occurrence - $500,000.00
General Liability & Property Damage for bodily injury- $1,000,000.00
Professional Liability - $1,000,000 per occurrence/$1,000,000 aggregate

If the policy is a claims made policy, and should the contractor discontinue coverage either during the term of this contract or within three years of completion, the contractor agrees to purchase tail coverage for a minimum of three years from the completion date of this contract or any amendment to this contract.

A certificate of such insurance, that also identifies the County as additional insured, is attached hereto as Exhibit "C". This insurance shall be considered as primary and shall waive all rights of subrogation. The County insurance shall be noncontributory.

34.2 Industrial Insurance Waiver:
With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to
its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.

34.3 Defense & Indemnity Agreement:
The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting there from, sustained by any person or persons and on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement shall create no rights in any third party.

35.1 Non-Discrimination in Employment:
The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to assure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rates of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 Non-Discrimination in Client Services:
The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status; or deny an individual or business any service or benefits under this Agreement; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any services or services or other benefits provided under this Agreement; or deny an individual or business an opportunity to participate in any program provided by this Agreement.

36.1 Waiver of Noncompetition: Not Applicable

36.2 Conflict of Interest:
If at any time prior to commencement of, or during the term of this Agreement, Contractor or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Contractor shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Contractor to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

37.1 Administration of Contract:
This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.
The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

Jessica Lee, Developmental Disabilities Program Specialist
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225
(360) 675-6724, ext. #32014
jlee@co.whatcom.wa.us

37.2 Notice:
Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County's Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this Agreement shall be given to the address provided by the Contractor herein above in the "Contractor Information" section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

38.1 Certification of Public Works Contractor's Status under State Law: Not Applicable

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:
The Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

The Contractor also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Contractor and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Contractor agrees to include this clause titled "Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

The "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" is available to research this information at http://epls.arinet.gov/

38.3 E-Verify: Not Applicable

Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes

40.1 Modifications:
Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

40.2 Contractor Commitments, Warranties and Representations: Not Applicable

41.1 Severability:
If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

41.2 Waiver:
Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 Disputes:
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a. General:
Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.

b. Notice of Potential Claims:
The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim:
The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. Arbitration: Not Applicable

43.1 Venue and Choice of Law:
In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

44.1 Survival:
The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

45.1 Entire Agreement:
This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.
EXHIBIT "A"
SCOPE OF WORK

I. Definitions

1. Early Intervention Services (EIS): EIS are those services designed to meet the developmental needs of eligible children birth to three and the needs of the family related to enhancing the child's development. Such services shall be planned, administered, and delivered in accordance with the federal Individuals with Disabilities Education Act (IDEA) Part C and Washington State's approved plan for Early Intervention Services, which may be found at [http://www.del.wa.gov/publications/esit/Default.aspx#reports](http://www.del.wa.gov/publications/esit/Default.aspx#reports).

2. Early Services for Infants and Toddlers (ESIT): A program of the Washington State Department of Early Learning (DEL) responsible for the coordination of Early Intervention Services for infants and toddlers ages birth to three with developmental disabilities and delays in Washington State.

3. Local Lead Agency (LLA): The LLA is the agency designated by ESIT within each County to coordinate Early Intervention Services.

4. Child Development Services (CDS): CDS are those Early Intervention Services provided to Developmental Disabilities Administration (DDA) eligible children ages birth to three and their families through a contract with the County. Services may include specialized instruction, speech-language pathology, occupational therapy, and physical therapy and to the maximum extent appropriate are provided in natural environments.

5. Family Resource Coordinator (FRC): An individual who has met ESIT training criteria and has been authorized by ESIT to coordinate early intervention services for eligible families.

6. Individuals with Disabilities Education Act (IDEA), Part C: The Federal law that governs services for children ages birth to three with developmental disabilities and delays.

7. Individual Family Service Plan (IFSP): A document that identifies needs, goals, and action steps and is developed with each family based on the assessed developmental need(s) of the child and family concerns and priorities.

8. Natural Environments: Those settings that are natural or typical for the child's age peers who have no disabilities. These include home, neighborhood, or community settings in which children without disabilities participate.

9. Occupational Therapy (OT): Services that address the functional needs of a child related to adaptive development, adaptive behavior and play, and sensory, motor, and postural development.

10. Physical Therapy (PT): Services that address the promotion of sensory-motor function through enhancement of musculoskeletal status, neurobehavioral organization, perceptual and motor development, cardiopulmonary status, and effective environmental adaptation.

11. Speech/Language Pathology (SLP): Services to enhance communication skills.
12. **Specialized Instruction (SI):** Services that include the design of learning environments and activities that promote the acquisition of skills (e.g., cognitive, social), curriculum planning, the provision of information, skill-building services, and supports to families in order to enhance child development, and other work with the child that enhances the child's development.

**II. Background**

Washington State’s Infant Toddler Early Intervention Program (ESIT) ensures the provision of Early Intervention Services to meet the developmental needs of all ESIT-eligible infants and toddlers and the needs of the family related to enhancing the child's development. Such services must be planned, administered, and delivered in accordance with IDEA Part C and Washington State's Federal Plan for Early Intervention Services. ESIT is responsible for the coordination of all EIS services within Whatcom County.

Through its contract with DSHS/DDA, the County, a partner in the EIS system, allocates funding for Child Development Services (CDS). CDS include those early intervention services provided for under the County contract to DSHS/DDA-eligible children. Referrals are made by the ESIT-designated Family Resources Coordinator (FRC) for Child Development Services that are funded by the County to eligible and authorized children/families.

**III. Statement of Work**

The Contractor will provide a minimum level of Child Development Services per month, per child (defined in Exhibit B), as authorized by the County.

The Contractor shall provide each child and family access to a multi-disciplinary team consisting of, at minimum, a Speech Language Pathologist, a Special Educator, and either an Occupational Therapist or Physical Therapist, with a preference for both. One member of the multi-disciplinary team will be designated as the child/family’s primary contact, and will be responsible for addressing the child and family outcomes established within the Individual Family Service Plan (IFSP).

The frequency and type of services provided will be driven by the IFSP and the priorities and needs of the family.

**IV. Service Requirements**

The Contractor must deliver Child Development Services within state and local service guidelines, including Washington State’s Federal Plan for Early Intervention Services. Service requirements include the following:

A. **Referral Process**

1. The Contractor will provide Child Development Services to children who have been referred by an ESIT-designated FRC, established as eligible by the Developmental Disabilities Administration (DDA) and authorized by the County.

2. The Contractor will refer all Whatcom County children who have not been referred by a FRC, but who are believed to be eligible, to ESIT.

B. **Service Delivery Requirements**

The Contractor will:
1. Ensure that services are delivered by qualified personnel meeting the standards established in the state's Federal Plan and the highest entry-level academic degree needed for the state-approved or recognized certification, licensing, or registration that apply to the profession or discipline. [http://www.del.wa.gov/publications/esit/docs/qualified_personnel.pdf](http://www.del.wa.gov/publications/esit/docs/qualified_personnel.pdf)

2. Deliver services to each child and family based on the child's Individual Family Service Plan or IFSP. The IFSP will be developed collaboratively by the family, the ESIT-designated FRC, and a multidisciplinary team of service providers. The IFSP will be based on the individualized, functional needs of the child and the concerns and priorities of the family.

3. Identify a primary contact within the multi-disciplinary team to work with the family to make progress toward and track the child and family outcomes. All children and their families will have access to consultation from all disciplines within the multi-disciplinary team as needed to make progress toward identified goals.

4. Ensure, in collaboration with ESIT, that all children referred for services shall have a developmental and behavioral assessment completed within 45 days of referral, as defined by ESIT. Each child will be re-assessed at minimum annually and within 90 days prior to exit from the program. Assessment is designed to appraise the child's present level of development in relationship to same-aged peers and to document child and family need.

5. Not duplicate existing local services, including special education services for children birth to 36 months delivered through public schools. Children are no longer eligible for services on or after their third birthday.

6. Provide services in natural environments, to the maximum extent appropriate. Natural environments are home and community locations in which children would naturally be if they did not have a disability/delay. Services may be offered in settings other than natural environments only when services cannot be achieved satisfactorily in a natural environment. Documentation of service in other than natural environments must meet County exception procedures outlined in the County Implementation Guide.

7. Develop instructional techniques and strategies that assist the family/caregivers to enhance the child's development within the daily routine of the child and family.

8. Provide services in culturally-competent ways, which encourage the cultural and ethnic diversity of families.

9. Provide eligible families with sign and language interpreter services when needed to effectively participate in Child Development Services.

C. Service Coordination

"Service coordination" under this contract refers to time spent by specialized educational and therapeutic professionals responsible for implementing child and family outcomes within the IFSP. The role and services of the Family Resource Coordinator, as defined by ESIT, is not included within the definition of "service coordination" or reimbursable under this contract.

1. The Contractor is responsible for consulting and coordinating with parents, caregivers, medical and other service providers to ensure effective coordination and provision of services.
2. The Contractor will ensure, in partnership with the Local Lead Agency, that timelines and requirements for service evaluation and assessment have been completed as needed for eligible children.

3. The Contractor will participate as needed in the development of the IFSP, six-month review, and annual update as needed.

4. The Contractor will participate as needed in a transition planning meeting and development of a written transition plan at least 90 days prior to the child’s third birthday and at the discretion of the family, FRC and multi-disciplinary team, up to six months prior to the child’s third birthday.

D. Service Reporting and Documentation

The Contractor will submit monthly service reports, including the hours and type of service provided to each child, in a format established by the County in line with DSHS/DDA requirements.

All service hours reported to the County must have corresponding documentation within a case note, home visit or other record which can be tied to a specific child.

V. Program Implementation Requirements


The Contractor will comply with the administrative and programmatic criteria outlined in the Implementation Guide in providing all services. The Implementation Guide may be amended or updated with prior notification by the County without a contract amendment.
EXHIBIT “B”
COMPENSATION

The source of funding for this contract is Washington State General Fund through the County’s contract with DSHS/DDD.

I. Assumptions Related to County Child Development Services Funding

The County fee-for-service rate for Child Development Services assumes reimbursement for only a portion of the child’s total Early Intervention Services costs. The County rate assumes additional funding sources are available to cover the balance of Early Intervention Services costs including Medicaid, private insurance, and school district funding.

The County also assumes that the Contractor has systems in place to document non-duplication of services and funding among multiple funding sources. The Contractor will make documentation of all Early Intervention Services funding allocated toward each child’s services available to the County for monitoring purposes. Fundraising is not considered a funding source under this contract.

II. Rates

1. The billing unit for these services is one month. A unit of service may be billed when minimum service levels are met for each child. Billing may only occur for those children deemed eligible by DDA and authorized by the County through a County Service Authorization (CSA).

2. The following documented activities may contribute toward the child and family’s Minimum Monthly Service Level:

   - Direct service to the child and family in natural environments related to the outcomes identified in the child’s IFSP. Direct service in this setting may be provided by an OT, PT, SLP, Special Educator, or other qualified personnel when approved in writing by the County. Natural environments are those home and community settings in which the child and their family typically participate. The Contractor is responsible for defining with the family the typical routines and activity settings in which services will occur.

   - Services provided to a child by co-therapists from different disciplines may be counted towards the Minimum Month Service Level separately when provided based on the child’s IFSP and/or recommendation of the child’s multi-disciplinary team.

   - A typical hour of direct services includes 50 minutes of direct service to the child and family and 10 minutes of documentation related to services provided. Preparation, travel and data entry related to service provision are not included in direct service calculations.

III. Authorization

1. Individual Client Authorization: All children must be authorized for services through the established DSHS/DDA County Service Authorization (CSA) process. Billing may not occur for services which occur prior to the date authorized on the CSA.
2. **Authorized Units of Service**: The County will authorize the Contractor to provide a specified not-to-exceed number of service units for the contract period. The County will reimburse the Contractor for only the number of service units pre-authorized.

The County will monitor the Contractor's utilization of service units and performance of client services over the contract period. If the Contractor's use of service units is above or below service expectations at any point during the contract term, the County reserves the right to either increase or decrease authorized units of service based on utilization and performance.

3. **Training Reimbursement**: The Contractor may request reimbursement for staff training related to the provision of Child Development Services with prior written authorization from the County. Requests for reimbursement must be made and approved prior to the training date(s). Authorization for training reimbursement are dependent upon the availability of County funding and will require documentation of training costs for reimbursement.

**IV. Billing and Payment**

The Contractor will bill the Whatcom County Developmental Disabilities program on a fee-for-service basis (shown below) for each month in which the Minimum Monthly Service Level is reached for an authorized child, not to exceed the total number of authorized service units during the contract period.

<table>
<thead>
<tr>
<th>Service</th>
<th>Unit/Rate</th>
<th>Authorized Units of Service</th>
<th>Minimum Monthly Service Level Per Child</th>
</tr>
</thead>
<tbody>
<tr>
<td>Child Development Services</td>
<td>$125 per child, per month</td>
<td>Authorization of service units will vary depending on the number of eligible clients and agency capacity.</td>
<td>At least one (1) hour of service, as defined above.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service</th>
<th>Unit/Rate</th>
<th>Authorized Units of Service</th>
<th>Minimum Monthly Service Level Per Child</th>
</tr>
</thead>
<tbody>
<tr>
<td>Training Reimbursement</td>
<td>Reimbursement of actual costs, at rates not to exceed those established by OFM <a href="http://www.ofm.wa.gov/resourses/travel.asp">http://www.ofm.wa.gov/resourses/travel.asp</a></td>
<td>As pre-authorized in writing by the County</td>
<td>N/A</td>
</tr>
</tbody>
</table>

1. Invoices and attached service documentation will be submitted monthly to the Whatcom County Health Department in the format provided by the County and as required by the DDA County Billing and Reporting instructions. The most common format and documentation is through the Client Management Information System (CMIS). A complete CMIS billing includes both an invoice coversheet and attached client service information. The Contractor shall send invoices and service documentation to the following address:

   Jessica Lee, Developmental Disabilities Program Specialist  
   Whatcom County Health Department  
   509 Girard Street  
   Bellingham, WA  98225
2. The County must receive all invoices and supporting documentation within ten (10) calendar days following the last day of the month for which reimbursement is claimed. If an invoice or required documentation is incorrect, it will be returned to the Contractor. All invoice corrections or modifications must be submitted no later than forty-five (45) days after the last day of the month in which the services were provided.

3. Payment by the County will be considered timely if it is made within thirty (30) days of the receipt and acceptance of billing information from the Contractor. The County may withhold payment of an invoice if the Contractor submits it more than thirty (30) days after the expiration of this contract. Invoices and invoice corrections or modifications related to work done prior to December 31 of the contract year will be accepted no later than January 15 following the end of the County fiscal year (i.e. December 31).

4. The Contractor will not be paid for any billings or invoices for services occurring prior to the execution of the Contract or after its termination.

V. Reporting

1. Reporting on client services will be made monthly with the invoice for services through the established DSHS/DDA County Billing and Reporting process in the format provided by the County. Data elements and definitions for each category of service are outlined by DSHS/DDA in the CMIS billing instructions at https://www.dshs.wa.gov/dda/county-best-practices

2. The Contractor will provide other reports as developed and required by DSHS/DDA and the County during the term of the contract.
Non Profit Insurance Program

CERTIFICATE OF INSURANCE

Issue Date: 06/05/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONVEYS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain coverage may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<table>
<thead>
<tr>
<th>PRODUCER</th>
<th>COMPANIES AFFORDING COVERAGE</th>
</tr>
</thead>
</table>
| Clear Risk Solutions  
451 Diamond Drive  
Ephrata, WA 98823 | GENERAL LIABILITY  
American Alternative Insurance Corporation |
| | AUTOMOBILE LIABILITY  
American Alternative Insurance Corporation |
| Opportunity Council, The  
1111 Cornwall Avenue, Ste C  
Bellingham, WA 98225 | PROPERTY  
American Alternative Insurance Corporation, et al. |
| | MISCELLANEOUS PROFESSIONAL LIABILITY |

COVERAGE

This is to certify that the policies of insurance listed below have been issued to the insured named above for the coverage period indicated. Not withstanding any requirement, term or condition of the contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF DATE</th>
<th>POLICY EXP DATE</th>
<th>DESCRIPTION</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENERAL LIABILITY</td>
<td>N1-A2-RL-0000013-07</td>
<td>06/01/2015</td>
<td>06/01/2016</td>
<td>PER OCCURRENCE</td>
<td>$5,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PER MEMBER AGGREGATE</td>
<td>$10,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PRODUCT-COMP/OP</td>
<td>$5,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV. INJURY</td>
<td>$5,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>ANNUAL POOL AGGREGATE</td>
<td>$50,000,000</td>
</tr>
<tr>
<td>AUTOMOBILE LIABILITY</td>
<td>N1-A2-RL-0000013-07</td>
<td>06/01/2015</td>
<td>06/01/2016</td>
<td>COMBINED SINGLE LIMIT</td>
<td>$5,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>ANNUAL POOL AGGREGATE</td>
<td>NONE</td>
</tr>
<tr>
<td>PROPERTY</td>
<td>N1-A2-RL-0000013-07</td>
<td>06/01/2015</td>
<td>06/01/2016</td>
<td>ALL RISK PER OCC EXCL. EQ &amp; FL</td>
<td>$55,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>EARTHQUAKE PER OCC</td>
<td>$6,500,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>FLOOD PER OCC</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>ANNUAL POOL AGGREGATE</td>
<td>NONE</td>
</tr>
<tr>
<td>MISCELLANEOUS PROFESSIONAL LIABILITY</td>
<td>N1-A2-RL-0000013-07</td>
<td>06/01/2015</td>
<td>06/01/2016</td>
<td>PER CLAIM</td>
<td>年度总限额</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>ANNUAL POOL AGGREGATE</td>
<td></td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS

Regarding Contract #201206004, Child Development Services. Whatcom County Health Department is named as Additional Insured regarding this contract only and is subject to policy terms, conditions and exclusions. Waiver of Subrogation is attached. NPPIP retained limit is primary and non-contributory.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

<table>
<thead>
<tr>
<th>CERTIFICATE HOLDER</th>
<th>AUTHORIZED REPRESENTATIVE</th>
</tr>
</thead>
</table>
| Whatcom County Health Department  
509 Girard St  
Bellingham, WA 98225 | |

2979259
**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Originator:</td>
<td>pj</td>
<td>4/14/15</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Division Head:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept. Head:</td>
<td>4/8/15</td>
<td>5/28/15</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor:</td>
<td>1/1/16</td>
<td>6/1/16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td>1/4/16</td>
<td>6/15/15</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive:</td>
<td>1/5/15</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**JUN 16 2015**

**WHATCOM COUNTY COUNCIL**

**TITLE OF DOCUMENT:** Contract between Whatcom County Health Department and Whatcom Center for Early Learning

**ATTACHMENTS:**
1. Contract Info Sheet
2. Memo to Executive
3. 2 Originals of Contract Agreement

**SEPA review required?** ( ) Yes ( X ) NO
**SEPA review completed?** ( ) Yes ( X ) NO

Should Clerk schedule a hearing? ( ) Yes ( X ) NO

Requested Date: ____________

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

The purpose of this contract is to provide Child Development Services (CDS) to eligible children ages birth to three with developmental disabilities and delays. These services are designed to meet the developmental needs of eligible infants and toddlers and assist the family in enhancing the child’s development.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

<table>
<thead>
<tr>
<th>Related County Contract #:</th>
<th>Related File Numbers:</th>
<th>Ordinance or Resolution Number:</th>
</tr>
</thead>
</table>

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
Enclosed are two (2) originals of a contract for Child Development Services (CDS) between Whatcom County and Whatcom Center for Early Learning for your review and signature.

- **Background and Purpose**
The purpose of this contract is to provide Child Development Services (CDS) to eligible children age birth to three with developmental disabilities and delays. These services are designed to meet the developmental needs of eligible infants and toddlers and assist the family in enhancing the child’s development. 145 children received service on average each month through this program in 2014.

- **Funding Amount and Source**
The source of funding for this contract is Washington State General Fund through the County’s contract with the Washington State Department of Social and Health Services, Developmental Disabilities Administration (DDA). Total compensation under this contract will vary depending on the number of clients authorized; however the estimated authorized service level is $134,625 County Council approval is required, and an Agenda Bill is attached.

- **Differences from Previous Contract**
This is a new contract.

Please contact Jessica Lee at extension 32014, if you have any questions or concerns regarding the terms of this agreement.

Encl.
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Health Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Administrator:</td>
<td>Jessica Lee</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Whatcom Center for Early Learning</td>
</tr>
</tbody>
</table>

**Is this a New Contract?**  Yes X  No ____  
**If not, is this an Amendment or Renewal to an Existing Contract?**  Yes ____  No ____

**Does contract require Council Approval?**  Yes X  No ____

**Is this a grant agreement?**  Yes ____  No X

**If yes, grantor agency contract number(s) CFDA number**

**Is this contract grant funded?**  Yes X  No ____  
**If yes, associated Whatcom County grant contract number(s) in process # TBD**

**Is this contract the result of a RFP or Bid process?**  Contract

**Yes ____  No ____  If yes, RFP and Bid number(s) Cost Center: 673800**

**Is this contract excluded from E-Verify?**  No ____  Yes X

**Contract Amount:(sum of orig contract amt and any prior amendments)**

<table>
<thead>
<tr>
<th>$Variable depending on County authorization</th>
</tr>
</thead>
</table>

**This Amendment Amount:** $____

**Total Amended Amount:** $____

**Scope of Services:**

The purpose of this contract is to provide Child Development Services (CDS) to eligible children ages birth to three with developmental disabilities and delays. These services are designed to meet the developmental needs of eligible infants and toddlers and assist the family in enhancing the child’s development.

**Term of Contract:** 1 Year  
**Expiration Date:** 6/30/16

---

**Contract Routing Steps & Signoff: [sign or initial]  [indicate date transmitted]**

1. Prepared by: PJ  
   Date 4/14/15  [electronic]
2. Attorney reviewed: rb  
   Date 5/13/15  [electronic]
3. AS Finance reviewed: bbennett  
   Date 5/13/15  [electronic]
4. IT reviewed if IT related Date  
5. Attorney signoff: Date  
6. Contractor signed: Date 5/28/15  
7. Submitted to Exec Office Date 6/5/15  [summary via electronic; hardcopies]
8. Council approved (if necessary) Date  
9. Executive signed: Date  
10. County Original to Council
COUNTY ORIGINAL

CONTRACT FOR SERVICES AGREEMENT
Child Development Services

Whatcom Center for Early Learning, hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

General Conditions, pp.3 to 8,
Exhibit A (Scope of Work), pp. 9 to 12,
Exhibit B (Compensation), pp. 13 to 15,
Exhibit C (Certificate of Insurance) p. 16

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein.

The term of this Agreement shall commence on the 1st day of July, 2015, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30th day of June, 2016.

The general purpose or objective of this Agreement is to: provide Child Development Services (CDS) to eligible children ages birth to three with developmental disabilities and delays, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term will vary, depending upon the number of clients authorized for service by the Washington State Department of Social and Health Services, Developmental Disabilities Administration. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 11.1, 21.1, 30.1, 31.2, 32.1, 34.2, and 34.3, if included, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 29th day of May, 2015.

CONTRACTOR:

Whatcom Center for Early Learning

Carla Hasche, Executive Director

STATE OF WASHINGTON

COUNTY OF WHATCOM

On this 29th day of May, 2015, before me personally appeared Carla Hasche, to me known to be the executive director of Whatcom Center for Early Learning and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

VICTORIA L. McGUIRE
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
COMMISSION EXPIRES 07-19-2018

Contract for Services Agreement
HL_070115_Whatcom_Center_for_Early_Learning_Child DD

Page 1
WHATCOM COUNTY:
Recommended for Approval:

Regina A. Delahunt
Regina A. Delahunt, Health Department Director
5/28/15

Anne Deacon, Human Services Manager
Anne Deacon
5/28/15

Approved as to form:

[Signature]
Date

Prosecuting Attorney
Date

Approved:

Accepted for Whatcom County:

By: ________________
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON
)
COUNTY OF WHATCOM
)

ss

On this ______ day of ________, 2015, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington, residing at ________________, My commission expires ________________.

CONTRACTOR INFORMATION:

Whatcom Center for Early Learning
Carla Hasche, Executive Director
2001 H St.
Bellingham, WA 98225
(360) 671-3660 ext. 115
Carla@wcel.net
GENERAL CONDITIONS

Series 00-09: Provisions Related to Scope and Nature of Services

0.1 Scope of Services:
The Contractor agrees to provide to the County services and any materials as set forth in the project narrative identified as Exhibit "A", during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

Series 10-19: Provisions Related to Term and Termination

10.1 Term:
Services provided by Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

11.1 Termination for Default:
If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

11.2 Termination for Reduction in Funding:
In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.

11.3 Termination for Public Convenience:
The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:
Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate
documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

21.1 **Taxes:**
The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

22.1 **Withholding Payment:**
In the event the County's Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

23.1 **Labor Standards:**
The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

**Series 30-39: Provisions Related to Administration of Agreement**

30.1 **Independent Contractor:**
The Contractor's services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the County. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

30.2 **Assignment and Subcontracting:**
The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

30.3 No Guarantee of Employment:
The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.1 Ownership of Items Produced:
All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County.

31.2 Patent/Copyright Infringement: Not Applicable

32.1 Confidentiality:
The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

33.1 Right to Review:
This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

34.1 Proof of Insurance:
The Contractor shall carry for the duration of this Agreement general liability and property damage insurance with the following minimums:
Property Damage per occurrence - $500,000.00
General Liability & Property Damage for bodily injury- $1,000,000.00
Professional Liability - $1,000,000 per occurrence/1,000,000 aggregate

If the policy is a claims made policy, and should the contractor discontinue coverage either during the term of this contract of within three years of completion, the contractor agrees to purchase tail coverage for a minimum of three years from the completion date of this contract or any amendment to this contract.

A certificate of such insurance, that also identifies the County as additional insured, is attached hereto as Exhibit "C". This insurance shall be considered as primary and shall waive all rights of subrogation. The County Insurance shall be noncontributory.

34.2 Industrial Insurance Waiver:
With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.

34.3 Defense & Indemnity Agreement:
The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting there from, sustained by any person or persons and on account of damage to property, including
loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement shall create no rights in any third party.

35.1 Non-Discrimination in Employment:

The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 Non-Discrimination in Client Services:

The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status; or deny an individual or business any service or benefits under this Agreement; or subject an individual or business to segregation or separate treatment in any manner related to his/her rights receipt any service or services or other benefits provided under this Agreement; or deny an individual or business an opportunity to participate in any program provided by this Agreement.

36.1 Waiver of Noncompetition: Not Applicable

36.2 Conflict of Interest:

If at any time prior to commencement of, or during the term of this Agreement, Contractor or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Contractor shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Contractor to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

37.1 Administration of Contract:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.

The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

Jessica Lee, Developmental Disabilities Program Specialist
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225

Contract for Services Agreement
HL_070115_Whatcom_Center_for_Early_Learning_Child DD
37.2 Notice: Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County's Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this Agreement shall be given to the address provided by the Contractor herein above in the "Contractor Information" section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

38.1 Certification of Public Works Contractor's Status under State Law: Not Applicable

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions: The Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

The Contractor also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Contractor and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Contractor agrees to include this clause titled "Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

The "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" is available to research this information at http://epis.amer.gov/.

38.3 E-Verify: Not Applicable

Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes

40.1 Modifications: Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

40.2 Contractor Commitments, Warranties and Representations: Not Applicable

41.1 Severability: If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

41.2 Waiver: Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 Disputes:

a. General: Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.

b. Notice of Potential Claims: The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the
Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. **Detailed Claim:**
The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. **Arbitration:** Not Applicable

43.1 **Venue and Choice of Law:**
In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

44.1 **Survival:**
The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 35.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

45.1 ** Entire Agreement:**
This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.
EXHIBIT "A"
SCOPE OF WORK

I. Definitions

1. Early Intervention Services (EIS): EIS are those services designed to meet the developmental needs of eligible children birth to three and the needs of the family related to enhancing the child’s development. Such services shall be planned, administered, and delivered in accordance with the federal Individuals with Disabilities Education Act (IDEA) Part C and Washington State’s approved plan for Early Intervention Services, which may be found at http://www.del.wa.gov/publications/esit/Default.aspx#reports.

2. Early Services for Infants and Toddlers (ESIT): A program of the Washington State Department of Early Learning (DEL) responsible for the coordination of Early Intervention Services for infants and toddlers ages birth to three with developmental disabilities and delays in Washington State.

3. Local Lead Agency (LLA): The LLA is the agency designated by ESIT within each County to coordinate Early Intervention Services.

4. Child Development Services (CDS): CDS are those Early Intervention Services provided to Developmental Disabilities Administration (DDA) eligible children ages birth to three and their families through a contract with the County. Services may include specialized instruction, speech-language pathology, occupational therapy, and physical therapy and to the maximum extent appropriate are provided in natural environments.

5. Family Resource Coordinator (FRC): An individual who has met ESIT training criteria and has been authorized by ESIT to coordinate early intervention services for eligible families.

6. Individuals with Disabilities Education Act (IDEA), Part C: The Federal law that governs services for children ages birth to three with developmental disabilities and delays.

7. Individual Family Service Plan (IFSP): A document that identifies needs, goals, and action steps and is developed with each family based on the assessed developmental need(s) of the child and family concerns and priorities.

8. Natural Environments: Those settings that are natural or typical for the child’s age peers who have no disabilities. These include home, neighborhood, or community settings in which children without disabilities participate.

9. Occupational Therapy (OT): Services that address the functional needs of a child related to adaptive development, adaptive behavior and play, and sensory, motor, and postural development.

10. Physical Therapy (PT): Services that address the promotion of sensory-motor function through enhancement of musculoskeletal status, neurobehavioral organization, perceptual and motor development, cardiopulmonary status, and effective environmental adaptation.

11. Speech/Language Pathology (SLP): Services to enhance communication skills.
12. **Specialized Instruction (SI):** Services that include the design of learning environments and activities that promote the acquisition of skills (e.g., cognitive, social), curriculum planning, the provision of information, skill-building services, and supports to families in order to enhance child development, and other work with the child that enhances the child’s development.

II. **Background**

Washington State’s Infant Toddler Early Intervention Program (ESIT) ensures the provision of Early Intervention Services to meet the developmental needs of all ESIT-eligible infants and toddlers and the needs of the family related to enhancing the child’s development. Such services must be planned, administered, and delivered in accordance with IDEA Part C and Washington State’s Federal Plan for Early Intervention Services: ESIT is responsible for the coordination of all EIS services within Whatcom County.

Through its contract with DSHS/DDA, the County, a partner in the EIS system, allocates funding for Child Development Services (CDS). CDS include those early intervention services provided for under the County contract to DSHS/DDA-eligible children. Referrals are made by the ESIT-designated Family Resources Coordinator (FRC) for Child Development Services that are funded by the County to eligible and authorized children/families.

III. **Statement of Work**

The Contractor will provide a minimum level of Child Development Services per month, per child (defined in Exhibit B), as authorized by the County.

The Contractor shall provide each child and family access to a multi-disciplinary team consisting of, at minimum, a Speech Language Pathologist, a Special Educator, and either an Occupational Therapist or Physical Therapist, with a preference for both. One member of the multi-disciplinary team will be designated as the child/family’s primary contact, and will be responsible for addressing the child and family outcomes established within the Individual Family Service Plan (IFSP).

The frequency and type of services provided will be driven by the IFSP and the priorities and needs of the family.

IV. **Service Requirements**

The Contractor must deliver Child Development Services within state and local service guidelines, including Washington State’s Federal Plan for Early Intervention Services. Service requirements include the following:

A. **Referral Process**

1. The Contractor will provide Child Development Services to children who have been referred by an ESIT-designated FRC, established as eligible by the Developmental Disabilities Administration (DDA) and authorized by the County.

2. The Contractor will refer all Whatcom County children who have not been referred by a FRC, but who are believed to be eligible, to ESIT.

B. **Service Delivery Requirements**

The Contractor will:
1. Ensure that services are delivered by qualified personnel meeting the standards established in the state's Federal Plan and the highest entry-level academic degree needed for the state-approved or recognized certification, licensing, or registration that apply to the profession or discipline. [http://www.del.wa.gov/publications/esit/docs/qualified_personnel.pdf](http://www.del.wa.gov/publications/esit/docs/qualified_personnel.pdf)

2. Deliver services to each child and family based on the child's Individual Family Service Plan or IFSP. The IFSP will be developed collaboratively by the family, the ESIT-designated FRC, and a multidisciplinary team of service providers. The IFSP will be based on the individualized, functional needs of the child and the concerns and priorities of the family.

3. Identify a primary contact within the multi-disciplinary team to work with the family to make progress toward and track the child and family outcomes. All children and their families will have access to consultation from all disciplines within the multi-disciplinary team as needed to make progress toward identified goals.

4. Ensure, in collaboration with ESIT, that all children referred for services shall have a developmental and behavioral assessment completed within 45 days of referral, as defined by ESIT. Each child will be re-assessed at minimum annually and within 90 days prior to exit from the program. Assessment is designed to appraise the child's present level of development in relationship to same-aged peers and to document child and family need.

5. Not duplicate existing local services, including special education services for children birth to 36 months delivered through public schools. Children are no longer eligible for services on or after their third birthday.

6. Provide services in natural environments, to the maximum extent appropriate. Natural environments are home and community locations in which children would naturally be if they did not have a disability/delay. Services may be offered in settings other than natural environments only when services cannot be achieved satisfactorily in a natural environment. Documentation of service in other than natural environments must meet County exception procedures outlined in the County Implementation Guide.

7. Develop instructional techniques and strategies that assist the family/caregivers to enhance the child's development within the daily routine of the child and family.

8. Provide services in culturally-competent ways, which encourage the cultural and ethnic diversity of families.

9. Provide eligible families with sign and language interpreter services when needed to effectively participate in Child Development Services.

C. Service Coordination

"Service coordination" under this contract refers to time spent by specialized educational and therapeutic professionals responsible for implementing child and family outcomes within the IFSP. The role and services of the Family Resource Coordinator, as defined by ESIT, is not included within the definition of "service coordination" or reimbursable under this contract.

1. The Contractor is responsible for consulting and coordinating with parents, caregivers, medical and other service providers to ensure effective coordination and provision of services.

2. The Contractor will ensure, in partnership with the Local Lead Agency, that timelines and requirements for service evaluation and assessment have been completed as needed for eligible children.
3. The Contractor will participate as needed in the development of the IFSP, six-month review, and annual update as needed.

4. The Contractor will participate as needed in a transition planning meeting and development of a written transition plan at least 90 days prior to the child's third birthday and at the discretion of the family, FRC and multi-disciplinary team, up to six months prior to the child's third birthday.

D. Service Reporting and Documentation

The Contractor will submit monthly service reports, including the hours and type of service provided to each child, in a format established by the County in line with DSHS/DDA requirements.

All service hours reported to the County must have corresponding documentation within a case note, home visit or other record which can be tied to a specific child.

V. Program Implementation Requirements


The Contractor will comply with the administrative and programmatic criteria outlined in the Implementation Guide in providing all services. The Implementation Guide may be amended or updated with prior notification by the County without a contract amendment.
EXHIBIT “B”
COMPENSATION

The source of funding for this contract is Washington State General Fund through the County’s contract with DSHS/DDD.

I. Assumptions Related to County Child Development Services Funding

The County fee-for-service rate for Child Development Services assumes reimbursement for only a portion of the child’s total Early Intervention Services costs. The County rate assumes additional funding sources are available to cover the balance of Early Intervention Services costs including Medicaid, private insurance, and school district funding.

The County also assumes that the Contractor has systems in place to document non-duplication of services and funding among multiple funding sources. The Contractor will make documentation of all Early Intervention Services funding allocated toward each child’s services available to the County for monitoring purposes. Fundraising is not considered a funding source under this contract.

II. Rates

1. The billing unit for these services is one month. A unit of service may be billed when minimum service levels are met for each child. Billing may only occur for those children deemed eligible by DDA and authorized by the County through a County Service Authorization (CSA).

2. The following documented activities may contribute toward the child and family’s Minimum Monthly Service Level:

   • Direct service to the child and family in natural environments related to the outcomes identified in the child’s IFSP. Direct service in this setting may be provided by an OT, PT, SLP, Special Educator, or other qualified personnel when approved in writing by the County. Natural environments are those home and community settings in which the child and their family typically participate. The Contractor is responsible for defining with the family the typical routines and activity settings in which services will occur.

   • Services provided to a child by co-therapists from different disciplines may be counted towards the Minimum Month Service Level separately when provided based on the child’s IFSP and/or recommendation of the child’s multi-disciplinary team.

   • A typical hour of direct services includes 50 minutes of direct service to the child and family and 10 minutes of documentation related to services provided. Preparation, travel and data entry related to service provision are not included in direct service calculations.

III. Authorization

1. Individual Client Authorization: All children must be authorized for services through the established DSHS/DDA County Service Authorization (CSA) process. Billing may not occur for services which occur prior to the date authorized on the CSA.
2. **Authorized Units of Service:** The County will authorize the Contractor to provide a specified not-to-exceed number of service units for the contract period. The County will reimburse the Contractor for only the number of service units pre-authorized.

The County will monitor the Contractor’s utilization of service units and performance of client services over the contract period. If the Contractor’s use of service units is above or below service expectations at any point during the contract term, the County reserves the right to either increase or decrease authorized units of service based on utilization and performance.

3. **Training Reimbursement:** The Contractor may request reimbursement for staff training related to the provision of Child Development Services with prior written authorization from the County. Requests for reimbursement must be made and approved prior to the training date(s). Authorization for training reimbursement are dependent upon the availability of County funding and will require documentation of training costs for reimbursement.

### IV. Billing and Payment

The Contractor will bill the Whatcom County Developmental Disabilities program on a fee-for-service basis (shown below) for each month in which the Minimum Monthly Service Level is reached for an authorized child, not to exceed the total number of authorized service units during the contract period.

<table>
<thead>
<tr>
<th>Service</th>
<th>Unit/Rate</th>
<th>Authorized Units of Service</th>
<th>Minimum Monthly Service Level Per Child</th>
</tr>
</thead>
<tbody>
<tr>
<td>Child Development Services</td>
<td>$125 per child, per month</td>
<td>Authorization of service units will vary depending on the number of eligible clients and agency capacity.</td>
<td>At least one (1) hour of service, as defined above.</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Service</th>
<th>Unit/Rate</th>
<th>Authorized Units of Service</th>
<th>Minimum Monthly Service Level Per Child</th>
</tr>
</thead>
<tbody>
<tr>
<td>Training Reimbursement</td>
<td>Reimbursement of actual costs, at rates not to exceed those established by OFM <a href="http://www.ofm.wa.gov/resources/travel.asp">http://www.ofm.wa.gov/resources/travel.asp</a></td>
<td>As pre-authorized in writing by the County</td>
<td>N/A</td>
</tr>
</tbody>
</table>

1. Invoices and attached service documentation will be submitted monthly to the Whatcom County Health Department in the format provided by the County and as required by the DDA County Billing and Reporting instructions. The most common format and documentation is through the Client Management Information System (CMIS). A complete CMIS billing includes both an invoice coversheet and attached client service information. The Contractor shall send invoices and service documentation to the following address:

   Jessica Lee, Developmental Disabilities Program Specialist  
   Whatcom County Health Department  
   509 Girard Street  
   Bellingham, WA 98225
2. The County must receive all invoices and supporting documentation within ten (10) calendar days following the last day of the month for which reimbursement is claimed. If an invoice or required documentation is incorrect, it will be returned to the Contractor. All invoice corrections or modifications must be submitted no later than forty-five (45) days after the last day of the month in which the services were provided.

3. Payment by the County will be considered timely if it is made within thirty (30) days of the receipt and acceptance of billing information from the Contractor. The County may withhold payment of an invoice if the Contractor submits it more than thirty (30) days after the expiration of this contract. Invoices and invoice corrections or modifications related to work done prior to December 31 of the contract year will be accepted no later than January 15 following the end of the County fiscal year (i.e. December 31).

4. The Contractor will not be paid for any billings or invoices for services occurring prior to the execution of the Contract or after its termination.

V. Reporting

1. Reporting on client services will be made monthly with the invoice for services through the established DSHS/DDA County Billing and Reporting process in the format provided by the County. Data elements and definitions for each category of service are outlined by DSHS/DDA in the CMIS billing instructions at https://www.dshs.wa.gov/dda/county-best-practices.

2. The Contractor will provide other reports as developed and required by DSHS/DDA and the County during the term of the contract.
Non Profit Insurance Program

CERTIFICATE OF INSURANCE

Issue Date: 05/27/2015

This certificate is issued as a matter of information only and conveys no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

Important: If the certificate holder is an additional insured, the policy(ies) must be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain coverage may require an endorsement. A statement on this certificate does not convey rights to the certificate holder in lieu of such endorsement(s).

<table>
<thead>
<tr>
<th>PRODUCER</th>
<th>COMPANIES AFFORDING COVERAGE</th>
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<tbody>
<tr>
<td>Clear Risk Solutions</td>
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<td>American Alternative Insurance Corporation</td>
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<td>AUTOMOBILE LIABILITY</td>
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<td>Princeton Excess and Surplus Lines Insurance Company</td>
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<td>Whatcom Center for Early Learning</td>
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<td>2001 H Street</td>
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<td></td>
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<th>COVERAGESS</th>
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<td></td>
<td>This is to certify that the policies of insurance listed below have been issued to the insured named above for the coverage period indicated. Not withstanding any requirement, term or condition of contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.</td>
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<tr>
<th>TYPE OF INSURANCE</th>
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<th>POLICY EXP DATE</th>
<th>DESCRIPTION</th>
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<td>PERSONAL &amp; ADV. INJURY</td>
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<td>ANNUAL POOL AGGREGATE</td>
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<td>AUTOMOBILE LIABILITY</td>
<td>N1-A2-RL-0000013-07</td>
<td>06/01/2015</td>
<td>06/01/2016</td>
<td>COMBINED SINGLE LIMIT</td>
<td>$5,000,000</td>
</tr>
<tr>
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<td></td>
<td>ANNUAL POOL AGGREGATE</td>
<td>NONE</td>
</tr>
<tr>
<td>PROPERTY</td>
<td>N1-A2-RL-0000013-07</td>
<td>06/01/2015</td>
<td>06/01/2016</td>
<td>ALL RISK PER OCC EXCL EQ &amp; FL</td>
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<td>EARTHQUAKE PER OCC</td>
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<td>FLOOD PER OCC</td>
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<tr>
<td></td>
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<td></td>
<td></td>
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<td>N1-A3-RL-0000060-06</td>
<td>06/01/2015</td>
<td>06/01/2016</td>
<td>PER CLAIM</td>
<td>$5,000,000</td>
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<td></td>
<td></td>
<td>ANNUAL POOL AGGREGATE</td>
<td>$40,000,000</td>
</tr>
</tbody>
</table>

Regarding Funding Grants. Whatcom County Health Department is named as Additional Insured regarding this grant only and is subject to policy terms, conditions & exclusions. Additional insured endorsement is attached.

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

<table>
<thead>
<tr>
<th>CERTIFICATE HOLDER</th>
<th>AUTHORIZED REPRESENTATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration Office</td>
<td>Whatcom County Health Department</td>
</tr>
<tr>
<td>509 Girard Street</td>
<td>Bellingham, WA 98225</td>
</tr>
</tbody>
</table>

2962494
# Residential Lease Agreement for the Tenant Lake Apartment at Hovander Homestead Park between Shannon Andrews and Parker Mathews and Whatcom County Parks & Recreation.

**ATTACHMENTS:**
Residential Lease Agreement

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

This is a new residential lease agreement between Shannon Andrews and Parker Mathews to reside at 5236 Nielsen Avenue, Ferndale WA also known as the Tenant Lake Apartment. The term of this is agreement is one year, commencing on May 1, 2015 and ending on April 30, 2016 then reverts to a monthly lease agreement. The monthly rent is $725 per month.
MEMORANDUM

TO: Jack Louws, County Executive
FROM: Michael McFarlane, Director
DATE: Tenant Lake Apartment Rental Residential Lease Agreement
RE: May 27, 2015

Enclosed for your review and signature are two originals of the Residential Lease Agreement for the Tenant Lake Apartment rental property between Shannon Andrews and Parker Mathews and Whatcom County Parks & Recreation. The rental property is located at 5236 Nielsen Avenue, Ferndale, WA.
## WHATCOM COUNTY CONTRACT INFORMATION SHEET

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Parks &amp; Recreation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Christ Thomsen, Parks Operations Manager</td>
</tr>
<tr>
<td>Contractor’s / Agency Name:</td>
<td>Shannon Andrews and Parker Mathews</td>
</tr>
</tbody>
</table>

- **Is this a New Contract?** Yes ☒ No ☐
- **If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:**
- **Does contract require Council Approval?** Yes ☒ No ☐
- **If No, include WCC:**
  - (see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)
- **Is this a grant agreement?** Yes ☐ No ☒
  - If yes, grantor agency contract number(s): 
  - CFDA#:
- **Is this contract grant funded?** Yes ☐ No ☒
  - If yes, Whatcom County grant contract number(s):
- **Is this the result of a RFP or Bid process?** Yes ☐ No ☒
  - Contract:
  - Cost Center:
  - If yes, RFP and Bid number(s):
- **Is this agreement excluded from E-Verify?** No ☐ Yes ☒
  - If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:
- ☐ Professional services agreement for certified/licensed professional.
- ☐ Contract work is for less than $100,000.
- ☐ Contract work is for less than 120 days.
- ☐ Interlocal Agreement (between Governments).
- ☐ Contract for Commercial off the shelf items (COTS).
- ☐ Work related subcontract less than $25,000.
- ☐ Public Works - Local Agency/Federally Funded FHWA.

**Contract Amount:** (sum of original contract amount and any prior amendments):
- $ 725.00 monthly rent

**This Amendment Amount:**
- $

**Total Amended Amount:**
- $ 725.00 monthly rent

**Summary of Scope:** This is a new residential lease agreement between Shannon Andrews and Parker Mathews to reside at 5236 Nielsen Avenue, Ferndale WA also known as the Tenant Lake Apartment. The term of this agreement is one year, commencing on May 1, 2015 and ending on April 30, 2016 then reverts to a monthly lease agreement. The monthly rent is $725 per month.

<table>
<thead>
<tr>
<th>Term of Contract:</th>
<th>One year</th>
<th>Expiration Date:</th>
<th>04/30/16</th>
</tr>
</thead>
</table>

**Contract Routing:**
- 1. Prepared by: Christ Thomsen
- 2. Attorney signoff: 
- 3. AS Finance reviewed:
- 4. IT reviewed (if IT related):
- 5. Contractor signed:
- 6. Submitted to Exec.:
- 7. Council approved (if necessary):
- 8. Executive signed:
- 9. Original to Council:

Date: 05/27/15
Date: 6/1/15
Date: 6/9/15
Date: 4-27-15
Date: 6-5-14

Last Edited 060414
RESIDENTIAL LEASE AGREEMENT

THIS AGREEMENT, dated as of April 30, 2015, is made and entered into between WHATCOM COUNTY (PARKS & RECREATION DEPARTMENT), a municipal corporation in the State of Washington, hereinafter referred to as “Landlord”, and Shannon Andrews and Parker Mathews hereinafter referred to as "Tenant”.

In consideration of the covenants and agreements hereinafter set forth, Landlord does hereby lease to Tenant those certain premises situated at 5236 Nielsen Avenue, Ferndale, WA, hereinafter referred to as “Premises.”

One-bedroom second floor apartment in Tenant Lake Interpretive Center

for a term of one (1) year commencing on May 1, 2015 and ending on April 30, 2016 upon the following terms and conditions. Upon expiration of one (1) year from commencement date, this lease agreement reverts to a monthly lease agreement.

1. OCCUPANCY SHALL BE LIMITED: jointly and severally to the following persons (adults and children).
   Shannon Andrews and Parker Mathews
   Note: Landlord/agent must approve overnight visitors staying more than 7 consecutive days or a total of over twenty (20) days in any 12-month period. Landlord/agent does not allow for subletting of property.
   Provision for pets/animals: None no. of vehicles: 2 RV/Boats: None.

2. RENT: Tenant shall pay monthly rent of $725.00 ($642.50 plus $82.50 leasehold tax of 12.84%), in advance on or before the first day of each month to Landlord or to such other person(s) as Landlord from time to time designates in writing.

3. UTILITIES: paid by landlord (checked): XX electric, N/A gas, XX water, N/A sewer, XX garbage, (other) N/A. Tenant must pay all other utilities; failure to promptly call in for service may result in a $35 charge.

4. SECURITY FEE: Tenant to pay a security fee in the amount of $725.00. Of this fee, none shall be retained by Landlord as a non-refundable cleaning fee. Upon termination of this tenancy, all or a portion of the remainder of this deposit may be retained by Landlord, and any refund to the Tenant is conditioned as follows:
   a. Tenant shall have fully performed the obligations hereunder and those set forth in the 1973 Residential Landlord-Tenant Act as amended, or as subsequently amended.
   b. Tenant shall have occupied the premises for a minimum of six months or longer.
   c. Tenant shall have returned to Landlord all keys provided during the tenancy. A charge of $10.00 will be assessed for each key not returned by Tenant.
   d. Tenant shall have cleaned and restored premises to its original condition at commencement of this tenancy, except for normal wear and tear resulting from ordinary use. Cleaning shall include thorough commercial cleaning of all carpets.
   e. Tenant shall have remedied or repaired to Landlord's satisfaction any damage to premises or furnishings.
   f. Within fourteen (14) days after termination of tenancy and vacation of the premises, Landlord will give Tenant a full and specific statement of the basis for retaining any or all of the deposit together with the payment of any refund due.
Any refundable pre-paid rent shall first apply to final balances due landlord not covered by security fee. Refund checks void if not cashed or deposited within 90 days.

5. **TENANT AGREES AND UNDERSTANDS:** That any of said security fee may not be applied by the tenant toward rent at any time. Any security fee refund or shortage, as per itemized statement (or estimate), shall be processed between 2 and 14 days following rental agreement termination and vacation of premises. The security fee held in trust per RCW 59.18.270.

6. **DELIVERY OF RENT AND NOTICE:** All rent is due on the first day of each monthly rental period, it is absolutely the responsibility of the tenant to mail/deliver rent payment (cash, check, money order/cashier check, at landlord/agent option; checks should be made payable to Whatcom County Parks & Recreation) to the following address or location: Whatcom County Parks & Recreation, 3373 Mt. Baker Highway, Bellingham WA 98226. Landlord/agent will not be responsible for any lost or missing cash payments not personally handed to landlord/agent. If by commencement date, tenant fails to call/show up, get keys, and pay all move-in money due, landlord/agent may immediately terminate agreement with no refunds.

7. **LATE/NSF/DEFAULT RENT:** Any rent due not paid by the 5th day of the monthly rental period is subject to a $75.00 late fee charge. Late fees assessed concurrent with rent due shall be considered rent as due. **NSF checks shall be assessed $30.00 each.** If tenant defaults in rent payment, is absent from the premises without notice, and there is reason or cause to believe tenant is terminating occupancy, the premises will be considered abandoned, entitling landlord or agent to post notice, take immediate possession, change locks, and store of any remaining items.

8. **NOTICES:** Tenant shall give the landlord or agent at least 20 days’ written notice prior to the end of the rental period of intention to vacate the premises. (Shorter notices, or notices other than for the end of the period, require approval of landlord.) Landlord or agent may also give 20-day no-cause notice to tenant to terminate tenancy. Tenant shall, at the expiration of either and all notices, surrender the premises and keys to the landlord or agent in accordance with this agreement.

   a. Maintenance & Showing: Following proper landlord/agent notice, tenant shall allow access to unit at reasonable times. Tenant failure to so honor access is cause to assess tenant for any service cancellation costs, and $100 per RCW 59.18.150(5).

9. **SIGNS/ACCESS:** Landlord/agent may enter yard and place/maintain business signs/postings (e.g. rent, lease, sale) on the premises as deemed necessary for business operations. Additionally, landlord or agent may enter the tenant’s premises for purposes of: (1) inspection; (2) cleaning, repairs or alterations; (3) other services; or (4) showing premises; provided, access is at reasonable times with proper notice (no notice required for emergency, end/term or abandonment). Tenant notice to vacate, or request for service or repairs, shall constitute tenant-approved notice of respective access by landlord or agent (in absence of tenant objection).

10. **PUBLIC SAFETY:** Dwelling is equipped with battery-operated smoke/heat detectors, and CO alarms in working order. Tenant is responsible to maintain the devices in working order; tenant failure to comply includes a $200 fine per RCW 43.44.110(4). **If any device is later found inoperable, landlord may charge tenant $50 compliance fee/each.** The building does not have an emergency notification, relocation or evacuation plan for occupants. Report any suspicious activities to police. Tenant will not knowingly/freely give unit keys to
outsiders, nor allow entry of any felon, law violator or repeat abuser without landlord written approval.
Intentional and malicious property damage, impair, removal or deface by tenant is a criminal offense under
9A.52 RCW.

11. Operable Fire Extinguishers are located in the following locations: Kitchen. The tenant is required to check
the fire extinguishers monthly to determine if they are fully charged. The tenant(s) must immediately notify the
County if there is not a full charge or there is a need for repair or replacement.

12. CHANGE IN TERMS OR RENT: Changes in terms or rent are effective anytime upon written approval of all
affected parties, or upon 30 days written notice by landlord/agent effective at the end of the corresponding
rental month. All other provisions shall remain intact.

13. INSURANCE/REPAIRS: Tenant is not insured under Landlord’s insurance (Landlord/agent is not responsible
for damaged/missing tenant property). Tenants should obtain insurance on their personal property to include
theft, vandalism, pests, accident, storm, cold or heat, mold, flood, water, and electrical damages, as a minimum.
Landlord/agent will promptly respond to tenant written requested repairs, but will not be monetarily responsible
for: (1) tenant disruptions or inconveniences during habitable periods of repair, drying, scheduling or bidding of
same; (2) tenant/guest injuries incurred in or around obvious areas of maintenance, repair, or construction; nor
(3) housing or other costs incurred by tenant during good-faith periods of landlord repairs or other activities.

14. ATTORNEY’S FEES: In the event suit shall be brought regarding the performance of the terms and
provisions of this Agreement or because of a breach of any of Tenant’s obligations, then Tenant agrees to pay to
Landlord reasonable attorney’s fees as authorized by R.C.W. Chapter 59.18.

15. PREMISES USE: Tenant shall not use said or neighboring premises for any illegal purpose, or for any other
purpose than that of a residence. No excessive traffic or visitors (e.g. more than 3-4 drive-ups or walk-ins per
day) without landlord/agent approval. Tenant shall not allow entry of anyone in violation of court protection
orders. Tenant to conform to all covenants, codes, statutes, ordinances; and landlord/agent rules regarding
occupancy. Absolutely no unlawful drugs, excessive drinking, public disturbances, verbal abuse, spiteful
threats, unauthorized pets/firearms/smoking on premises. Violations are cause for eviction.

16. OPERATION, MAINTENANCE, STORAGE, ALTERATIONS TO PREMISES: On a continuing basis, tenan
t agrees to:

   a. Keep premises in a clean, neat, and sanitary condition; no parking, storage or accumulation of debris
      on lawn or yard;

   b. Dispose of all rubbish, garbage, and waste in a clean and sanitary manner--at reasonable intervals--and
      assume all costs of extermination and fumigation for infestation caused by tenant; not feed straying
      pets or animals; not temporarily host pets;

   c. Properly ventilate and operate all electrical, gas, heating, plumbing, septic, facilities, fixtures, doors,
      windows, locks, and

   d. No portable kerosene/gas/incense burning; keep hot water tank at 120 degree maximum; limit candle
      burning; no excessive odorous chemicals/sprays/vapors; restrict toilets to biological waste and tissue
      paper; keep drains clear;
e. No BBQs or open fires in units or under eaves, canopies, balcony over-heads, in public areas, or under building structures or covers; (Note: Carbon monoxide (CO) is a very poisonous combustion gas that cannot be seen or smelled, and can affect or kill!)

f. Pay for, replace or repair in a landlord-approved manner, all items (including doors, windows, locks, smoke/heat/CO alarms) damaged or made inoperable during occupancy; correct or repair plumbing and fixtures clogged or broken by misuse or neglect; and where applicable, use due precaution against freezing or stoppage of water pipes in and around the premises;

g. Report all plumbing/roof/water leaks, and all mold, code and other hazardous conditions to landlord/agent within 48 hours to avoid charges for inspections, presumptive damages, and increased utility fees caused by lack of timely reporting to landlord;

h. Not deface, damage, impair, or remove any property, facilities, equipment, and appliances; not install TV/radio antennas, decorations, signs, postings, nor other equipment without landlord/agent approval except as authorized under FCC regulations; For any installations, landlord/agent may assess an added refundable $250 security fee to cover removal costs;

i. Not grow medically-approved or other marijuana in or around the premises; Limit supply for own medical purposes per RCW 69.51A.040; Not smoke/vaporize same anywhere inside premises, nor within 25 feet of a public facility; nor in any unauthorized outside or public areas.

j. Not make unauthorized alterations, climb ladders/roofs, paint/wallpaper, change fixtures/locks, or run dangerous equipment; any alteration must be pre-approved in writing by the Parks Operations Manager or their designee.

k. Not store non-operating vehicles, nor boats, RV’s, motor cycles, trailers, firearms, equipment, tools, hazardous materials, liquids, paints, fuels/oils, chemicals, waste or non-using items on premises without landlord/agent approval; no waterbeds;

l. Maintain reasonable peace and quiet with other tenants/neighbors and pay for any caused damages therein; no fireworks; No disturbing TV’s, sound systems, musical instruments, or other disturbing activities; No fireworks of any kind.

m. No posting of any political, advertising, or other signs on park property, including in windows that are visible to the public. Whatcom County recognizes the Tenant’s right to free speech, but given the public nature of park property it is imperative that the public not conclude that Whatcom County Parks & Recreation is endorsing a particular candidate or political position, or is advertising a particular product or service.

17. MOLD/LEAD PAINT: Copy of State-approved mold information hand-out is provided per RCW 59.18.060(12). For pre-1978 housing, a federal-approved pamphlet on lead poison prevention is also provided. BEWARE: Touching, breathing or eating lead paint chips/construction dust can be hazardous to people...especially children!

18. YARD/OUTSIDE PREMISES: Keep own driveways, walks, porches, and garages clean and clear of obstructions. Failure to comply following notice will result in charges to tenant for necessary remedy. Landlord/agent may reasonably enter yard/buildings without notice to service common areas and outside
yard/structures. No trampolines, swimming pools, swing or climbing sets, or other such “attractive nuisances” without written approval of landlord/agent. Unauthorized parking, storage, or accumulation of waste may be assessed up to $10.00 per day per violation.

19. **FURNISHINGS PROVIDED:** Included (if checked) are XX stove, XX refrigerator, _drapes, _shades, _curtains, XX blinds, and also the following:

20. **CONDITION REPORT UP-DATE:** Tenant to complete and return any/all condition report up-dates by 30 days of move in.

21. **DELIVERY OF POSSESSION:** If for any reason landlord or agent fails to deliver possession of these premises at the start of this agreement, rent shall be abated until tenant possession. All other aspects of this agreement shall remain in full force. In no event shall landlord or agent be liable for damages caused by failure to deliver possession of the premises. If possession is not given tenant within 7 days of the start date, tenant may terminate this agreement with full refund by giving written notice.

22. **EVICTION PURSUANT TO WRIT OF RESTITUTION:** Tenant(s) HEREBY OBJECTS to the storage of their personal property. Tenant(s) understand this will result in their property being placed on the nearest public right-of-way.

23. **RECEIPT OF MONEY PAID:** Tenant has paid $725.00 in ___________ for security fee; and paid $725.00 in ___________ for rent covering period May 1, 2015 through May 31, 2015.

24. **TENANT’S DEFAULT AND LANDLORD’S RE-ENTRY:** The occurrence of any of the following constitutes a material default and breach of this agreement:
   a. Failure to pay rent.
   b. Failure to observe and perform any other required provisions of this agreement.
   c. Committing waste, maintaining a nuisance, being declared a sex-offender or convicted of a crime; tenants and or guests which cause law enforcement contact as a result of a violation of the law which results in an arrest.
   d. Landlord may terminate tenancy prior to the end of the agreement if Tenant receives three notices for “3-day pay or vacate” or three notices for “10-day comply-or-vacate” within a 12-month period.

25. **LANDLORD’S DUTY:** Landlord agrees to keep the shared and common premises clean and fit for human habitation and to comply with all state and local laws regarding maintenance and repair of the premises, unless otherwise agreed to in this agreement.

26. **OTHER CONDITIONS:** This agreement also is subject to these other conditions:
   a. Road access to the Tenant Lake Apartment is at times subject to severe weather/flooding and may limit access to the apartment. Tenant shall not be entitled to any abatement of Rent or damages by reason of severe weather/flooding conditions.

27. **NO WAIVER:** Failure of Landlord to insist upon the strict performance of the terms, covenants, agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of Landlord’s right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
28. **HOLD HARMLESS:** Tenants shall indemnify and hold Landlord harmless from claims of loss or damage to real and personal property and of injury or death to persons caused by the acts or negligence or wrongful acts of Tenants, Tenants’ family, guests, licensee or invitees. Tenants expressly releases Landlord from any and all liability for any loss or damage to property or effects arising out of water leakage, breaking in or theft, or other causes beyond the reasonable control of Landlord. There is no warrant that there will be no criminal acts or that Tenants will be free from the violent tendencies of third parties.

29. **JOINT AND SEVERAL LIABILITY:** It is understood and agreed that each party signing this Agreement as Tenant is liable for the full amount of rent provided herein. The obligation of Tenants is joint and several.

30. **SEVERABILITY:** The construction validity and effect of this Agreement shall be governed by the laws of the State of Washington. Any provision of this agreement prohibited by such laws shall be ineffective to the extent of such prohibition without invalidating the remaining provisions thereof.

31. **KEYS:** Two (2) keys will be provided at time of possession. Keys may not be duplicated or provided to other persons, nor locks replaced, without the permission of the Landlord.

32. **REPORT TO CREDIT/TENANT AGENCIES:** Tenants are hereby notified that a nonpayment, late payment or breach of any of the terms of this residential lease agreement may be submitted/reported to a credit and/or tenant reporting agency, and may create a negative credit record on your credit report.

33. **ADDENDA TO AGREEMENT:** The following Exhibits may be attached as separate addenda:

   a. NOTICE TO TENANT OF LOCATION IN FLOOD HAZARD AREA
   
   b. PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME
   
   c. GOT MOLD? FREQUENTLY ASKED QUESTIONS ABOUT MOLD
Tenants acknowledge that they have read this agreement and will abide by its terms and will comply with all rules and regulations adopted by Landlord.

TENANTS

[Signature]
Shannon Andrews

Phone(s): 360-305-9739

Email: shandrews926@gmail.com

STATE OF WASHINGTON
COUNTY OF WHATCOM ) ss.

On this 21st day of April, 2015, before me personally appeared Shannon Andrews and __________________________ to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledges that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 21st day of April, 2015.

[Stamp]

NOTARY PUBLIC in and for the State of Washington, residing at Bellingham, WA

My Commission expires: 7-23-2016

Executed as of the date first written above.
STATE OF WASHINGTON
COUNTY OF WHATCOM

On this 27th day of April, 2015, before me personally appeared Parker Mathews and

to me known to be the individual(s) described in and who executed the within and
foregoing instrument, and acknowledges that they signed the same as their free and voluntary act and deed, for the
uses and purposes therein mentioned.

Given under my hand and official seal this 27th day of April, 2015.

NOTARY PUBLIC in and for the State of Washington, residing at Bellingham, WA

My Commission expires: 7-23-2016

Executed as of the date first written above.
LANDLORD

WHATCOM COUNTY

Jack Louws, County Executive

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM )

On this ___ day of __________, 2014, before me personally appeared JACK LOUWS, to me known to be the County Executive of WHATCOM COUNTY and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Given under my hand and official seal this ___ day of ______________, 2014.

NOTARY PUBLIC in and for the State of Washington, residing at Bellingham
My Commission expires:

WHATCOM COUNTY PARKS & RECREATION

Michael McFarlane, Director

APPROVED AS TO FORM:

Deputy Prosecuting Attorney
NOTICE TO TENANT OF LOCATION
IN FLOOD HAZARD AREA

Notice is hereby given that the following described real property is located within a flood hazard area.

(Put in address of property being leased or rented)

5236 Nielsen Avenue, Ferndale, WA

Dated this: 30th Day of April 2015

Signature of Owner/Agent

ACKNOWLEDGEMENT OF TENANT

The undersigned tenant(s) of the above described real property hereby acknowledge receipt of notice that such property is located within a flood hazard area.

Dated this: 30th day of April 2015

Signature of Tenant(s)

Renters Flood Insurance: The owner’s insurance does not insure the tenant against loss of personal property or injury. Renter’s insurance including flood insurance is available to cover losses of property or injury caused by flooding, wind damage or other casualty loss. Consult with an insurance professional of your choice.
TITLE OF DOCUMENT: Bid #15-24 Annual Drydocking, Repair & Maintenance of the Whatcom Chief Ferry

ATTACHMENTS: Memos from Finance and Public Works

SEPA review required ( ) Yes ( x ) NO
SEPA review completed? ( ) Yes ( x ) NO
Should Clerk schedule a hearing? ( ) Yes ( x ) NO
Requested Date:

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Public Works Equipment Services Division is requesting approval to award bid 15-24, and approval for the Executive to enter into a contract for the annual drydock, repairs and maintenance of the Whatcom Chief Ferry. Four bids were received and the recommendation is for award to the low bidder, Puglia Engineering, for a total cost of $464,289.00.

This is a planned project and funds were approved in the current budget.

COMMITTEE ACTION:  

COUNCIL ACTION:

Related County Contract #: Related File Numbers: Ordinance or Resolution Number:

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: www.co.whatcom.wa.us/council.
DATE:       June 11, 2015
TO:         Jack Louws, County Executive
FROM:       Brad Bennett, AS Finance Manager
SUBJECT:    Award of Bid 15-24, Drydocking, Repairs & Maintenance of the Whatcom Chief Ferry (2015)

BACKGROUND
Bids were advertised for the annual drydock, repairs and maintenance service for the Whatcom Chief Ferry. Four bids were received on June 2, 2015. The bid totals are as follows:

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>TOTAL BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Puglia Engineering</td>
<td>$464,289.00</td>
</tr>
<tr>
<td>Foss Maritime</td>
<td>$596,606.00</td>
</tr>
<tr>
<td>Vigor Marine</td>
<td>$601,916.00</td>
</tr>
<tr>
<td>Lake Union Dry Dock</td>
<td>$550,971.00</td>
</tr>
</tbody>
</table>

Public Works Equipment Services Division requests approval to award the bid and enter into a contract with the low bidder Puglia Engineering, Inc., in the amount of $464,289.00.

FUNDING
This is a regularly budgeted project and funds for this purchase were approved in the current budget. I concur with this recommendation.

Approved as Recommended:

______________________________
County Executive

Date of Council Action ________________________________
MEMORANDUM

To: Brad Bennett, AS Finance Manager
Through: Jon Hutchings, Public Works Director
From: Eric L. Schlehuber, PW Equipment Services Manager
Date: June 4, 2015
Re: Bid #15-24, Drydocking, Repair & Maintenance of the Whatcom Chief (2015)

- Requested Action
Approval requested to award the bid and subsequent contract for the 2015 Annual Drydocking, Repair and maintenance of the Whatcom Chief to the lowest responsive bidder, Puglia Engineering, Inc. in Bellingham, Washington in the total amount of $464,289.00.

- Background and Purpose
Bids were duly advertised and submitted for the annual drydocking, repair and maintenance of the Whatcom Chief Ferry. Public Works Equipment Services Division contracts out annually the drydocking of the Whatcom Chief Ferry. Bid responses were received Tuesday, June 2, 2015. We received responses from four vendors. This year’s drydock is anticipated to take up to two weeks from September 10 to September 29, 2015. The Engineer’s Estimate was $444,000.00. Listed below is the detailed bid tabulation for the lowest responsive bid that meets minimum specifications of the four bid responses received for the annual drydocking for 2015.

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Puglia Engineering, Inc.</td>
<td>$464,289.00</td>
</tr>
</tbody>
</table>

- Funding Amount and Source
Adequate funds exist within the 2015-2016 ER&R fund budget and is within the budgeted expenditure amount for repairs and maintenance as approved during the 2015-2016 budget process.

I am requesting Executive and the Whatcom County Council approval to award this bid and subsequent contract to Puglia Engineering, Inc. (Bellingham, Washington) for a total of $464,289.00.

- Recommended Action
Please approve this purchase and forward to the Executive and the Whatcom County Council for approval at the June 23, 2015 Whatcom County Council Meeting.

Please contact Eric L. Schlehuber at extension 50607 if you have any questions or concerns.

Attachment
### WHATCOM COUNTY BID OPENING RESULTS

The following information is a record of bidders and their bid totals as received at the time of the bid opening.

All bids are subject to review by the requesting department and approval by the County Executive and the County Council. A formal award or rejection notice and tabulation will be issued to all participants or to any interested people once the bid has been awarded.

**BID 15-24 Annual Drydocking, Repair & Maintenance of the Whatcom Chief Ferry**
**Public Works – Maintenance & Operations**
**2:30 PM Tuesday, June 2, 2015**
**Engineer’s Estimate $443,202.00**

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>Bond</th>
<th>Addenda (3)</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Puglia Engineering</td>
<td>✓</td>
<td>✓</td>
<td>$464,289.00</td>
</tr>
<tr>
<td>Foss Maritime</td>
<td>✓</td>
<td>✓</td>
<td>$596,606.00</td>
</tr>
<tr>
<td>Vigor Marine</td>
<td>✓</td>
<td>✓</td>
<td>$601,916.00</td>
</tr>
<tr>
<td>Lake Union Dry Dock</td>
<td>✓</td>
<td>✓</td>
<td>$550,971.00</td>
</tr>
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</table>
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

<table>
<thead>
<tr>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Originator: sw 6/11/15

Division Head:  

Dept. Head:  

Prosecutor:  

Purchasing/Budget:  

Executive:  

RECEIVED

JUN 16 2015

WHATCOM COUNTY COUNCIL

TITLE OF DOCUMENT: Approval to Award Bid 15-49 Annual Supply of Asphallic Mixes (Hot & Cold Mix)

ATTACHMENTS: Memos from Finance and Public Works

SEPA review required? ( ) Yes ( x ) NO
SEPA review completed? ( ) Yes ( x ) NO

Should Clerk schedule a hearing? ( ) Yes ( x ) NO
Requested Date:  

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Public Works is requesting approval to award Bid 15-49 for the delivery and supply of asphaltic mixes. Two bids were received and Public Works would like to award to both bidders. Product is purchase as needed, and Public Works will select the vendor that has the best value based on price and cost to transport the product to the job site. This is a regularly budgeted item and expenditures could exceed $50,000.

Funds were approved in the current budget.

COMMITTEE ACTION:  

COUNCIL ACTION:  

Related County Contract #:  
Related File Numbers:  
Ordinalance or Resolution Number:  

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: www.co.whatcom.wa.us/council.
DATE: June 11, 2015  
TO: Jack Louws, County Executive  
FROM: Brad Bennett, Administrative Services Finance Manager  
SUBJECT: Award of Bid 15-49 Annual Supply of Asphaltic Mixes (Hot & Cold Mix)

BACKGROUND & PURPOSE
Administrative Services advertised for bids to supply Public Works Maintenance & Operations with their annual supply of asphaltic mixes. Two bids were received on Tuesday June 2, 2015. Public Works uses the material on county road projects as part of the annual road maintenance and repair program.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>HMA 1/2” (per ton)</th>
<th>HMA 3/8” (per ton)</th>
<th>ATB (per ton)</th>
<th>Cold Mix (per ton)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Granite Construction – Everson Goshen Rd</td>
<td>61.00</td>
<td>65.00</td>
<td>58.00</td>
<td>85.00 (loaded in County vehicle)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>90.00 (delivery w/in 10 miles)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>95.00 (delivery w/in 20 miles)</td>
</tr>
<tr>
<td>Whatcom Builders – LaBounty Rd</td>
<td>65.00</td>
<td>68.00</td>
<td>56.00</td>
<td>113.00 (loaded in County vehicle)</td>
</tr>
</tbody>
</table>

AWARD RECOMMENDATION
Public Works is requesting approval to award to both bidders. They will use the most economical bid for a particular job, based on low price and source location. This is a regularly budgeted purchase, and product is purchased as needed and expenditures could exceed $50,000.00

I concur with this recommendation.

Approved as recommended:

______________________________
AS Finance Manager

______________________________
County Executive

______________________________
Date of Council Action
MEMORANDUM

To: Brad Bennett, AS Finance Manager

Through: Jon Hutchings, Public Works Director

From: Eric L. Schlehuber, PW Equipment Services Manager
       Jeff Gollen, PW Maintenance & Operations Superintendent

Date: June 3, 2015

Re: Bid #15-49, 2015-2016 Annual Supply of Asphalstic Mixes

- Requested Action
I am requesting Executive and Council approval to purchase asphalstic mixes as needed during 2015 through June 30, 2016 from Granite Construction and Whatcom Builders. I further request and recommend that Whatcom County reserve the right to utilize vendors based upon the location of the project, distance to the plant(s), and product availability up to an annual expenditure in excess of $50,000.

- Background and Purpose
Bids were duly advertised for the supply of asphalstic mixes. Public Works Maintenance & Operations Division will use the asphalstic mixes on various county road projects as part of the annual road maintenance and repair program. Bids were received Tuesday, June 2, 2015. We received good responses from two vendors. Attached is a bid proposal tabulation sheet listing each type of asphalstic mix with the lowest bid highlighted for each category.

- Funding Amount and Source
These are regularly budgeted expenditures for material, which are used on an annual basis as needed and have been budgeted during the 2015-2016 Budget process. Expenditures were $14,204 in 2011, $9,478 in 2012, $55,052 in 2013, and $33,036 in 2014. Based on prior and estimated usage it is anticipated total expenditures may be in excess of $50,000 and therefore requires Whatcom County Council approval.

- Recommended Action
Please approve this purchase and forward to the Executive and the Whatcom County Council for approval at the June 23, 2015 Whatcom County Council Meeting.

Please contact Eric L. Schlehuber at extension 50607 or Jeff Gollen at extension 50660, if you have any questions or concerns.

Attachment
### SECTION A

<table>
<thead>
<tr>
<th>F.O.B. Delivery Point</th>
<th>VENDOR PLANT, LOADED INTO COUNTY VEHICLES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>GRANITE CONSTRUCTION COMPANY</td>
</tr>
<tr>
<td></td>
<td>6956 Everson Goshen Road</td>
</tr>
<tr>
<td></td>
<td>WHATCOM BUILDERS, INC.</td>
</tr>
<tr>
<td></td>
<td>La Bounty Road Plant</td>
</tr>
<tr>
<td>Prices Firm Through</td>
<td>June 30, 2016</td>
</tr>
<tr>
<td>HMA Class 1/2”</td>
<td>$61.00 per Ton</td>
</tr>
<tr>
<td>HMA Class 3/8”</td>
<td>$65.00 per Ton</td>
</tr>
<tr>
<td>A.T.B.</td>
<td>$58.00 per Ton</td>
</tr>
<tr>
<td>Cold Mix</td>
<td>$85.00 per Ton</td>
</tr>
<tr>
<td>Special Conditions</td>
<td>N/A</td>
</tr>
</tbody>
</table>

(Cold Mix is also available at Laurel Road Location.)

### SECTION B

<table>
<thead>
<tr>
<th>F.O.B. Delivery Point</th>
<th>DELIVERED WITHIN TEN (10) MILES OF VENDOR PLANT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>GRANITE CONSTRUCTION COMPANY</td>
</tr>
<tr>
<td></td>
<td>6956 Everson Goshen Road</td>
</tr>
<tr>
<td></td>
<td>WHATCOM BUILDERS, INC.</td>
</tr>
<tr>
<td></td>
<td>La Bounty Road Plant</td>
</tr>
<tr>
<td>Prices Firm Through</td>
<td>June 30, 2016</td>
</tr>
<tr>
<td>HMA Class 1/2”</td>
<td>NO BID</td>
</tr>
<tr>
<td>HMA Class 3/8”</td>
<td>NO BID</td>
</tr>
<tr>
<td>A.T.B.</td>
<td>NO BID</td>
</tr>
<tr>
<td>Cold Mix</td>
<td>$90.00 per Ton</td>
</tr>
<tr>
<td>Special Conditions</td>
<td>15-Ton Minimum</td>
</tr>
</tbody>
</table>

### SECTION C

<table>
<thead>
<tr>
<th>F.O.B. Delivery Point</th>
<th>DELIVERED WITHIN TWENTY (20) MILES OF VENDOR PLANT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>GRANITE CONSTRUCTION COMPANY</td>
</tr>
<tr>
<td></td>
<td>6956 Everson Goshen Road</td>
</tr>
<tr>
<td></td>
<td>WHATCOM BUILDERS, INC.</td>
</tr>
<tr>
<td></td>
<td>La Bounty Road Plant</td>
</tr>
<tr>
<td>Prices Firm Through</td>
<td>June 30, 2016</td>
</tr>
<tr>
<td>HMA Class 1/2”</td>
<td>NO BID</td>
</tr>
<tr>
<td>HMA Class 3/8”</td>
<td>NO BID</td>
</tr>
<tr>
<td>A.T.B.</td>
<td>NO BID</td>
</tr>
<tr>
<td>Cold Mix</td>
<td>$95.00 per Ton</td>
</tr>
<tr>
<td>Special Conditions</td>
<td>15-Ton Minimum</td>
</tr>
<tr>
<td>CLEARANCES</td>
<td>Initial</td>
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<td>------------</td>
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<tr>
<td>Division Head:</td>
<td></td>
</tr>
<tr>
<td>Dept. Head:</td>
<td></td>
</tr>
<tr>
<td>Prosecutor:</td>
<td></td>
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<tr>
<td>Purchasing/Budget:</td>
<td>6/16/15</td>
</tr>
<tr>
<td>Executive:</td>
<td>6/15/15</td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:** Approval to Purchase Radio Maintenance and Repair Services - RFP #15-50

**ATTACHMENTS:** Memos from Finance and Public Works

**SEPA review required** ( ) Yes ( x ) NO  
**SEPA review completed?** ( ) Yes ( x ) NO  
**Should Clerk schedule a hearing?** ( ) Yes ( x ) NO  
**Requested Date:**

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Public Works Equipment Services Division is requesting approval to award RFP #15-50, and to enter into contract with NW Communications for maintenance and repair of components of the County's two-way radio systems used by the Public Works Department and the Sheriff's Office. The proposed agreement allows for up to three annual renewals for a total of four years. Work is done on an as-needed basis.

This is a planned project and funds were approved in the current budget.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: www.co.whatcom.wa.us/council.
DATE: June 11, 2015
TO: Jack Louws, County Executive
FROM: Brad Bennett, AS Finance Manager
SUBJECT: Award of RFP #15-50, Radio Maintenance and Repair Services

BACKGROUND
Request for Proposals were advertised for radio maintenance and repair services. One proposal was received on Tuesday, June 2, 2015, from NW Communications, Inc., of Bellingham.

<table>
<thead>
<tr>
<th>Service Rate</th>
<th>NW Communications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Normal Service Call</td>
<td>$75.00 / hr.</td>
</tr>
<tr>
<td>Emergency After-Hours</td>
<td>$85.00 / hr.</td>
</tr>
<tr>
<td>Tower Service Call</td>
<td>$120.00 / hr. (Labor Rate), $75.00 / hr. (Travel Rate)</td>
</tr>
<tr>
<td>Mobile Radio Installation (Labor Only – No Parts)</td>
<td></td>
</tr>
<tr>
<td>Front Mount</td>
<td>$75.00 / hr.</td>
</tr>
<tr>
<td>Rear Mount</td>
<td>$75.00 / hr.</td>
</tr>
<tr>
<td>Complete New Installation</td>
<td>$75.00 / hr.</td>
</tr>
<tr>
<td>Parts Discount Off List Price</td>
<td></td>
</tr>
<tr>
<td>Motorola</td>
<td>12%-34%, dependent on product</td>
</tr>
<tr>
<td>Midland</td>
<td>12%-34%, dependent on product</td>
</tr>
<tr>
<td>Vertex</td>
<td>12%-34%, dependent on product</td>
</tr>
</tbody>
</table>

Public Works Equipment Services is requesting approval to award and enter into contract with NW Communications. Work is done on an as-needed basis. The approximate annual expenditure is $75,000.

FUNDING
This is a regularly budgeted project and funds for this purchase were approved in the current budget. I concur with this recommendation.

Approved as Recommended:

______________________________
County Executive

Date of Council Action ______________
MEMORANDUM

To: Brad Bennett, AS Finance Manager
Through: Jon Hutchings, Public Works Director
From: Eric L. Schlehuber, PW Equipment Services Manager
Date: June 3, 2015
Re: Bid #15-50, Radio Maintenance and Repair Service Contract

• Requested Action
I am requesting Executive and Council approval to award the bid and enter into a contract for radio maintenance, purchase, and repair service to NW Communications of Bellingham, in the total estimated amount of $75,000.

• Background and Purpose
Bids were duly advertised and submitted for the purposes of providing for the annual maintenance and repair of the County’s two-way radio systems, including mobile and portable radios, base stations, repeaters, and towers used by the Whatcom County Public Works Department and the Whatcom County Sheriff’s Office during 2015. We received good responses from a single vendor. This bid provides for the option of extending the radio maintenance and repair service for up to three (3) annual renewals for a total of four potential years on this contract. This, if approved, will be the first year.

• Funding Amount and Source
The resulting contract will be in the amount of $75,000 annually. Work will be done on an “as needed” basis. The funding for this contract was provided for during the 2015-2016 Budget process as radio maintenance and repair are regularly anticipated and recurring expenses. Based on prior and estimated usage, total anticipated expenditures will be approximately $75,000 and therefore requires Whatcom County Council approval.

• Recommended Action
Please approve this purchase and forward to the Executive and the Whatcom County Council for approval at the June 23, 2015 Whatcom County Council Meeting.

Please contact Eric L. Schlehuber at extension 50607 if you have any questions or concerns.

Attachment
TITLE OF DOCUMENT:
Temporary closure of Loomis Trail Road

ATTACHMENTS:
1. Letter from Washington Department of Transportation (WSDOT)
2. Memo to Council from Public Works County Engineer

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)
This summer WSDOT will be constructing safety and roadway improvements at the Loomis Trail railroad crossing in conjunction with a Burlington Northern Santa Fe (BNSF) project to add additional rail and siding in the vicinity of Loomis Trail and Portal Way Roads south of Blaine to enhance passenger rail traffic. The Loomis Trail roadway work will include a slight horizontal realignment to the north and revisions to the roadway profile to properly match with the proposed track addition at the existing crossing.

WSDOT and BNSF have stated it will be necessary to temporarily close Loomis Trail Road in order to construct the improvements. WSDOT and BNSF have estimated one 14 calendar day closure will be sufficient for both organizations to complete the necessary work and reopen the roadway. During the temporary closure traffic will be detoured onto Birch Bay-Lynden and Kickerville Roads and local access will be maintained for all affected residence.

RECOMMENDED ACTION: Council authorize the temporary closure at Loomis Trail Crossing as described to accomplish safety and road improvements for passenger rail service.

COMMITTEE ACTION:

COUNCIL ACTION:

Related County Contract #: Related File Numbers: Ordinance or Resolution Number:

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
Memorandum

To: Whatcom County Council

Through: Jack Louws, County Executive

From: Jon Hutchings, Director
        Joseph P. Rutan, P.E., County Engineer/Assistant Director
        Mike Donahue, Traffic Manager

Date: June 8, 2015

Re: WSDOT/BNSF Joint Request for Temporary Closure of Loomis Trail Road County Engineer Letter of Support Regarding ARRA Task 15

This coming summer (2015), the Washington State Department of Transportation (WSDOT) will be construction safety and roadway improvements at the Loomis Trail railroad crossing in conjunction with a Burlington Northern Santa Fe (BNSF) project to add additional rail and sidings in the vicinity of Loomis Trail and Portal Way Roads south of Blaine to enhance passenger rail traffic. The Loomis Trail roadway work will include a slight horizontal realignment to the north and revisions to the roadway profile to properly match with the proposed track addition at the existing crossing.

WSDOT and BNSF have stated it will be necessary to temporarily close Loomis Trail Road in order to construct the improvements. WSDOT and BNSF have estimated one 14 calendar day closure will be sufficient for both organizations to complete the necessary work and reopen the roadway. During the temporary closure traffic will be detoured onto Birch Bay-Lynden and Kickerville Roads and local access will be maintained for all affected residences.

Based on my review of this request I concur with the determination that a temporary two week road closure is necessary to complete the work. I also find the temporary closure and detour plan submitted by the applicants and included with this letter to be acceptable for the duration of the closure.

It should be noted that County staff is working closely with the applicants for this proposed closure due to the facts that the area covered in this request is over a portion of the existing detour plan for the Seismic Retrofit of County Bridge #500 on Portal Way and is in the near vicinity of the Birch Bay-Lynden Road overpass above I-5 which may have reconstruction activities ongoing due to a recent bridge strike. With this cooperative approach, we believe that all affected traffic and motorists will be kept informed at all times.
May 14, 2015

Dana Brown-Davis
Whatcom County Council
311 Grand Avenue
Suite 105
Bellingham, WA 98225

Subject: Loomis Trail Road and Portal Way Road Improvements
WSDOT/BNSF Joint Request for Temporary Closure of Loomis Trail Rd

Dear Ms. Brown-Davis,

This coming summer (2015), the Washington State Department of Transportation (WSDOT) will be constructing safety and roadway improvements at the Loomis Trail railroad crossing in conjunction with a Burlington Northern Santa Fe (BNSF) project to add additional rail and sidings in the vicinity south of Blaine to enhance passenger rail traffic. The roadway work will include a slight horizontal realignment to the north and revisions to the roadway profile to properly match in with the proposed tracks.

In order to complete the roadway and track work it will be necessary to temporarily close Loomis Trail Road. WSDOT and BNSF collaboratively have estimated one 14 calendar day closure will be sufficient for both organizations to complete the necessary work and reopen the roadway. During the temporary closure traffic will be detoured onto Birch Bay – Lynden Road and local access will be maintained for all affected residences.

WSDOT and BNSF are seeking Council approval that the two projects be granted one 14 calendar day closure of Loomis Trail Road. Project construction is anticipated to begin in early August and should be completed within 20 working days.

As part of the project permitting and review process performed by Whatcom County Public Works, we have received County Engineer support for the requested closure. Whatcom County Public Works is in the process of submitting a letter of support to the Council.
WSDOT and BNSF have addressed all of the comments received from Whatcom County Public Works and incorporated our responses into the enclosed plan set.

If you need any additional information to advance this request to the Council for approval please coordinate through Chris Damitio at 360-788-7403.

Sincerely,

[Signature]

Chris Damitio, PE
Project Engineer
WSDOT - Mt. Baker Area

[Signature]

Megan Reagan
Manager Engineering
BNSF Railway Co.

Enclosure: Contract Plans

Cc: HQ Rail Division, Chris Dunster
    Project File
<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
<th>Column 3</th>
<th>Column 4</th>
<th>Column 5</th>
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<tbody>
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</tr>
<tr>
<td>Header</td>
<td>Data 1</td>
<td>Data 2</td>
<td>Data 3</td>
<td>Data 4</td>
</tr>
</tbody>
</table>

**SUMMARY OF QUANTITIES**
Closure of Douglas Rd. July 13-17, 2015

Pursuant to RCW 47.48.020, Stremler Gravel has sent a request to the Whatcom County Council to temporarily close Douglas Road, between Lake Terrell Road and Elder Road July 13-17, 2015 to install a concrete vault.

Recommended Action: Council authorize the temporary closure of Douglas Road as described in request.

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
Memorandum

To: Whatcom County Council

Through: Jack Louws, County Executive

From: Jon Hutchings, PW Director
      Joe Rutan, Assistant Director/County Engineer
      Mike Donahue, Traffic Mgr.

Date: June 8, 2015

Re: PW Recommendation of Approval to close a portion of Douglas Road July 13-17, 2015

Pursuant to RCW 47.48.020, Stremler Gravel has sent a letter to the County Council requested the closure of Douglas Road, between Lake Terrell Road and Elder Road, July 13-17, 2015 to install a concrete vault.

Public Works staff have reviewed the request and recommend Council approval. Public Works staff will be in attendance when the Council schedules this action. Please contact Mike Donahue, Traffic Manager, if you have any questions or concerns.
TO: Whatcom County Council
FROM: Stremler Gravel, Inc.
DATE: June 3, 2015
SUBJECT: Proposed Closure of Douglas Rd, Ferndale, WA

Pursuant to RCW 47.48.020, Stremler Gravel, Inc. is seeking approval from the County Council to close a section of Douglas Rd. in Ferndale, WA due to construction activity. Stremler Gravel, Inc. has been awarded a contract by PUD #1 to replace a transmission line water valve on Douglas Rd. between Lake Terrell Rd. and Elder Rd. Construction work will necessitate a road closure from 7AM Monday, July 13th through 5PM Friday, July 17th for .33 miles to the most westerly section of Douglas Rd. between Lake Terrell Rd. and Elder Rd. The actual site of excavation is approximately 500 ft. east of Lake Terrell Rd. It does not appear that any residences are located within this section of affected roadway. Stremler Gravel proposes to place traffic control flagger’s at the Lake Terrell Rd. intersection and the Elder Rd. intersection. A “Road Closed to Thru Traffic” sign will be placed at the Elder Rd. intersection with additional signage indicating full “Road Closure” approximately .33 miles east of Lake Terrell Rd. “Road Closed” signage will also be placed at the Douglas Rd./Lake Terrell Rd. intersection. A Detour route will be provided as follows: traffic traveling easterly and westerly directions along Douglas Rd. will be diverted .49 miles southbound along Lake Terrell Rd. and Elder Rd. to Unick Rd., an additional east-west connector.

If approved, notice of road closure will be published in the Bellingham Herald at least three days prior to commencement of construction activities and notice will be posted at both the Douglas Rd./Lake Terrell intersection and the Douglas Rd./Elder Rd. intersection pursuant to RCW 47.48.020.

Regards,

Brandon Van Soest
Stremler Gravel, Inc.
Phone: (360) 354-8585
P.O. Box 257
Lynden, WA 98264
Streemler Gravel
Pud 1 Douglas Rd

Mountain View Rd

Lake Terrell Rd

Douglas Rd

Unick Rd

Elder Rd

Work Area
1. RWA
2. Road Closed Ahead
3. Detour Ahead
## Type III Barricade
4. Road Closed To Thru Traffic
5. Road Closed
6. Detour →
7. Detour ←
8. Detour ←→
## TITLE OF DOCUMENT:

Public Works proposed Lummi Island Fare proposal.

## ATTACHMENTS:

1. Memorandum on background  
2. County's Fare Proposal  
3. LIFAC's Original Fare Recommendation to Council December 1, 2014  
4. SB5307

## SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

(If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

At the December 9, 2014 Public Works Committee meeting, LIFAC presented a proposed fare schedule, offering relief and reduction of specific fares. The intent of their proposal was to provide relief to the regular users and multi-ride card users. The Public Works Department has analyzed LIFAC's proposal, and the effect on the health of the Ferry Fund, and has developed a counter proposal which offers relief from certain fares.
MEMORANDUM

TO: The Honorable Jack Louws, Whatcom County Executive and Honorable Members of the Whatcom County Council

THROUGH: Jon Hutchings, Director

Public Works

FROM: Robert Ney, Special Programs Manager

RE: Response to LIFAC’s ferry fare reduction proposal

DATE: June 9, 2015

Background:

On December 9th, 2014 the Council’s Public Works Committee received a request from the Lummi Island Ferry Advisory Committee (LIFAC) to reduce certain ferry fares (see table below). The Council directed staff to analyze the proposal, and bring back a recommendation. The following is a summary of Public Works findings, and a counter proposal, reducing certain fares.

It is believed that the intent of the LIFAC proposal was to offer relief to the regular users of the ferry, while maintain constant fares for the casual user. The LIFAC proposal (12/1/14) requested changes to the following fares:

<table>
<thead>
<tr>
<th>PROPOSED FARE CATEGORY</th>
<th>CURRENT FARE</th>
<th>LIFAC PROPOSED FARE</th>
</tr>
</thead>
<tbody>
<tr>
<td>PASSENGER/PEDESTRIAN 25 RIDE PUNCH CARD</td>
<td>$115</td>
<td>$75</td>
</tr>
<tr>
<td>NEEDS BASED PASSENGER/PEDESTRIAN 10 RIDE PUNCH CARD</td>
<td>$37</td>
<td>$28</td>
</tr>
<tr>
<td>NEEDS BASED 25 RIDE PUNCH CARD</td>
<td>$92</td>
<td>ELIMINATE THIS CATEGORY</td>
</tr>
<tr>
<td>POST HIGH SCHOOL STUDENT 25 RIDE PUNCH CARD</td>
<td>$98</td>
<td>$50</td>
</tr>
<tr>
<td>VEHICLE/DRIVER 10 RIDE PUNCH CARD (&lt;8000LBS)</td>
<td>$102</td>
<td>$80</td>
</tr>
<tr>
<td>VEHICLE/DRIVER 25 RIDE PUNCH CARD (&lt;8000LBS)</td>
<td>$235</td>
<td>$170</td>
</tr>
<tr>
<td>NEEDS BASED VEHICLE/DRIVER 10 RIDE PUNCH CARD</td>
<td>$66</td>
<td>$60</td>
</tr>
</tbody>
</table>

Analysis:

The LIFAC proposal was intended to be a one year relief package. Staff analyzed the long term effects of the changes on the health and stability of the Ferry Fund. It was determined, if implemented, the proposed fares would have an immediate impact on the Ferry Fund and the residual amount of this fund would begin to drop, creating instability of the fund (see graph "Ferry Fund Balance, Projected End of Year Fund Balance Under Various Proposals").
It is believed if this proposal is implemented, there would be a future need to increase fares to recover the declining fund balance. Therefore, it is believed another approach is necessary.

Staff met with the Executive to present the initial findings of the LIFAC proposal. The Executive directed staff to explore relief of multi-ride punch card costs (the intent of the LIFAC proposal), while also trying to achieve a 90% retention of the fund relative to the previous year’s operating expenses. The result of that analysis was a “no change” in fares scenario. Staff again met with the Executive to go over our findings and present a “Counter Proposal” which met the following criteria:

- Included a prudent inflationary factor for increased costs of goods and services, and also anticipated wage increases
- Maintained a healthy and stable Fund Balance
- Projected these proposed changes over a longer period of time to ensure stability of the fund

The Executive supported the Counter Proposal and analysis of staff.

Conclusion:

The Public Works Counter Proposal (see attached “Summary of Changes between Current Pricing and Proposal” worksheet) offers the following:

- Relief to fares for Multi-Ride punch cards (LIFAC recommendation)
- Elimination of the 25 ride punch card for Needs Based Passengers. This fare was deemed too expensive to purchase for the Needs Based users, and Public Works will create and offer this discount on a 10 ride punch card (LIFAC recommendation)
- Slight Increase in large truck and trailer users. These users occupy a greater portion of deck space on the ferry, and an increase in this category was deemed appropriate.
- There was no change provided for the Post High School multi-ride punch card. There are so few cards purchased annually that it was not deemed necessary to change this fare.

The Public Works Counter Proposal was presented to LIFAC on June 2, 2015. This meeting was well attended and all LIFAC members were present. After hearing a presentation by staff on the proposal and the conclusions which led to the Counter Proposal, LIFAC voted to recommended approval of the Counter Proposal to the County Council (See LIFAC Letter attached).

It should be noted that Staff took into consideration the language included in Proposed Senate Bill 5307 (attached) which stated that fares could not be lowered below what was in place on 1/1/2015, excluding any surcharges. It is the intent of staff to recognize the fee schedule in place on that date. The current proposal does not drop fares below the cost (total rate less surcharge) in place on January 1, and it should be noted that the Council should recognize that any future reductions in fares should not drop below any cost of fare identified in the “Cost” column of the fare structure in place on January 1, 2015.

Recommendation:

The Public Works Department recommends the Council direct staff to prepare an Ordinance and amended Unified Fee Schedule relating to ferry fares.
Whatcom County Ferry Fare Review 2015

Overarching Goals

Consistent level of Service
Stability of Fares
Prudent Planning

Input:
LIFAC
Community
Public Works
Executive’s Office

Economic relief for regular users
Sustainable multi-year pricing
Elimination of surcharge from Fare Sheet
Slowing fund growth to match expenses
Defining a dynamic fund balance goal
Ability to absorb low ridership or ferry outage

Considerations and Goals

Economic Relief Provided

- Targeted to Islanders by implementing relief at multi-ride pass levels only
- 24% reduction in total fare cost (new price $3.50 per ride) for the 25-ride Passengers and Pedestrians pass
- 11% reduction (new price $8.40 per ride) for the 25-ride Vehicle w/Driver pass
- 58% of overall trips will see a reduction in fares totaling nearly $100K. This savings stays with multi-ride users

Consistent Level of Service

- Proposed plan continues the current level of service while reducing revenue.
- Maintains a fund balance to cover an emergency vessel and other ferry needs in the event of a longer term service outage.

Stability of Fares

- Revenue and expenses have been projected through 2018 with a balance of 75% of the prior year’s operating expenses maintained without over-collecting.
- Proposal maintains the 55% fare box recovery target outlined in the Ferry Fund creation.

Prudent Planning

- A target fund balance should rise and fall with inflation. Marking it against prior year’s expenses identifies a target that remains relevant year after year.
- 90% is where we started, but 75% is maintainable while still achieving our stated goals.
Projection Assumptions:
- Ridership statistics from 2014 are used and projected with a slight increase in 2016 due to fare reduction.
- Ferry Deficit Revenue is projected to follow historic 2 year trends of a high year followed by a low year.
- Wages are as budgeted for 2015-2016 and calculated using 5.0% and 2.5% growth 2017 and 2018.
- Benefits are as budgeted for 2015-2016 and calculated using 3.0% and 3.0% growth 2017 and 2018.
- Non labor are as budgeted for 2015-2016 and calculated using 2.0% per year for 2017 and 2018.
- Ferry dock and boat lease are excluded from growth projections.
# Summary of Change Between 6/1/2015 Pricing and Proposal

<table>
<thead>
<tr>
<th>Fare Class</th>
<th>2014 tickets sold</th>
<th>2014 Pricing</th>
<th>6/1/15 Pricing</th>
<th>County Proposal</th>
<th>Ticket/Punch Card Difference</th>
<th>Expected Rider Savings (Increase)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Passenger / Pedestrian</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Passenger/Pedestrian Single Ride</td>
<td>27,478</td>
<td>$7</td>
<td>$7</td>
<td>$0</td>
<td>$0</td>
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</tr>
<tr>
<td>Passenger/Pedestrian Multiride</td>
<td>1,112</td>
<td>$115</td>
<td>$88</td>
<td>(27)</td>
<td>$30,000</td>
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<tr>
<td>Needs Based Multiride (25-&gt;10)</td>
<td>167</td>
<td>$37</td>
<td>$28</td>
<td>(9)</td>
<td>$1,500</td>
<td></td>
</tr>
<tr>
<td>Post- HS full time student multiride</td>
<td>12</td>
<td>$66</td>
<td>$66</td>
<td>$0</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td><strong>Vehicle / Driver</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bicycle w/Rider</td>
<td>369</td>
<td>$7</td>
<td>$7</td>
<td>$0</td>
<td>$0</td>
<td></td>
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<tr>
<td>Motorcycle w/Driver</td>
<td>212</td>
<td>$8</td>
<td>$8</td>
<td>$0</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Motorcycle w/Driver Multiride</td>
<td>18</td>
<td>$155</td>
<td>$140</td>
<td>(15)</td>
<td>$300</td>
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<tr>
<td>Vehicle &lt; 8k W/Driver Cash</td>
<td>30,432</td>
<td>$13</td>
<td>$13</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>Vehicle &lt; 8k W/Driver Multiride</td>
<td>642</td>
<td>$102</td>
<td>$102</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>Vehicle &lt; 8k W/Driver Multiride</td>
<td>2,350</td>
<td>$235</td>
<td>$210</td>
<td>(25)</td>
<td>$58,800</td>
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<tr>
<td>Needs Based Vehicle W/Driver</td>
<td>463</td>
<td>$66</td>
<td>$52</td>
<td>(14)</td>
<td>$6,500</td>
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<tr>
<td>Vehicle/Driver - small truck &lt; 20,000</td>
<td>584</td>
<td>$32</td>
<td>$32</td>
<td>$0</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Vehicle - small truck Multiride</td>
<td>42</td>
<td>$237</td>
<td>$272</td>
<td>(35)</td>
<td>($1,500)</td>
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<tr>
<td>Vehicle/Driver - med truck &lt; 36,000</td>
<td>151</td>
<td>$68</td>
<td>$75</td>
<td>$7</td>
<td>($1,100)</td>
<td></td>
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<tr>
<td>Vehicle - med truck Multiride</td>
<td>34</td>
<td>$524</td>
<td>$638</td>
<td>$114</td>
<td>($3,900)</td>
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<tr>
<td>Vehicle/Driver - large truck &lt; 50,000</td>
<td>70</td>
<td>$133</td>
<td>$145</td>
<td>$12</td>
<td>($800)</td>
<td></td>
</tr>
<tr>
<td>Vehicle - large truck Multiride</td>
<td>19</td>
<td>$1,070</td>
<td>$1,233</td>
<td>$163</td>
<td>($3,100)</td>
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<tr>
<td><strong>Trailer</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trailer &lt; 16 feet</td>
<td>466</td>
<td>$18</td>
<td>$20</td>
<td>$2</td>
<td>($900)</td>
<td></td>
</tr>
<tr>
<td>Trailer 16-30 feet</td>
<td>224</td>
<td>$34</td>
<td>$38</td>
<td>$4</td>
<td>($900)</td>
<td></td>
</tr>
<tr>
<td>Trailer &gt; 30 feet</td>
<td>17</td>
<td>$63</td>
<td>$70</td>
<td>$7</td>
<td>($100)</td>
<td></td>
</tr>
<tr>
<td><strong>Special Trips after boat shut-down</strong></td>
<td>1</td>
<td>$578</td>
<td>$600</td>
<td>$22</td>
<td>$0</td>
<td></td>
</tr>
</tbody>
</table>

Savings: $97,100
Increases: $(12,300)
Total: $84,800
June 3, 2015

Rob Ney / Ferry Operations
Whatcom County Public Works
Bellingham, WA 98225

Dear Rob & Public Works,

On behalf of the Lummi Island Ferry Advisory Committee (LIFAC): We have reviewed the County’s fare proposal as presented at our meeting on Lummi Island June 2 – the counter to our original proposal submitted to County during December 2014.

We voted unanimously (6-0) to recommend approval to the Whatcom County Council for introduction and acceptance at the earliest opportunities, with the caveat that we understand that changes could still take place before implementation, resulting from further conferencing, or County Council requests stemming from their review and/or input in a public hearing.

Thank you for the collaboration, and for moving on this as expeditiously as has been possible.

Sincerely,

Mike McKenzie, Chair
on behalf of:

Stu Clark, Co-chair
Greg Brown, Recorder
Charles Antholt
Crispin Colburn
Byron Moye

stating that you have reviewed, voted unanimously to support, and recommend approval to the County’s counter fare proposal. This could be a one paragraph letter.
PROPOSAL to COUNTY COUNCIL
December 1, 2014

Amendment of Fare Structure Ordinance on Lummi Island Ferry for Multi-Ride Tickets (core ridership)

LIFAC, after nearly a year of careful, detailed study by multiple sources, including Public Works, and including multiple public sessions, and with further revisions after public input at its November meeting, recommends the following modifications:

1. Passengers/Pedestrians, 25-ride RT ticket - $75.
2. Needs-Based Passengers/Pedestrian, 10-ride RT ticket - $28
3. [Eliminate Needs-Based P/P 25-ride $92 RT ticket.]
4. Post High School 25-ride RT ticket - $50
5. Vehicle/Driver 25-ride RT ticket - $170
6. Vehicle/Driver 10-ride RT ticket - $80
7. Needs-Based Vehicle/Driver 10-ride RT ticket - $60

The recommendations come from work starting last March, using an interactive Excel model originally developed for the 2011 Ferry Task Force and brought forward with 2014 data, provided by the County upon our request.

Benefits of the modifications:

- Significant, fiscally responsible relief for the most users.
- Sustains the $1.5 million Ferry Fund, and meets the 55% target applied from fares to overall ferry operations costs.
- LIFAC utilized information from a meeting with Public Works administration and finance personnel, who thoroughly explained the Ferry Fund and other budget practices. PW also submitted data upon request, vital to this process.
- LIFAC considered modifications to cash fares and found those changes would not support the budget requirements. Instead, a modified discount to multi-ride users – a best practice in transportation – does.
- Also, fiscal responsibility does not support an across-the-board fare adjustment. The Ferry Fund has been replenished, and it’s time to provide relief for core ridership.

Sincerely,
Mike McKenzie, Chair, LIFAC
Stu Clark, Vice Chair; Greg Brown, Secretary; Charles Antholt, Robert Busch, Crispin Colburn, Byron Moye
Strike everything after the enacting clause and insert the following:

"Sec. 1. RCW 47.56.725 and 1999 c 269 s 12 are each amended to read as follows:

(1) The department is hereby authorized to enter into a continuing agreement with Pierce, Skagit, and Whatcom counties pursuant to which the department shall, from time to time, direct the distribution to each of the counties the amounts authorized in subsection (2) of this section in accordance with RCW 46.68.090.

(2) The department is authorized to include in each agreement a provision for the distribution of funds to each county to reimburse the county for fifty percent of the deficit incurred during each previous fiscal year in the operation and maintenance of the ferry system owned and operated by the county. The total amount to be reimbursed to Pierce, Skagit, and Whatcom counties collectively shall not exceed one million eight hundred thousand dollars in ((any)) the 2015-2017 biennium. For subsequent biennia, the amount authorized in this section must increase by the fiscal growth factor as defined in RCW 43.135.025. Each county agreement shall contain a requirement that the county shall maintain tolls on its ferries at least equal to ((tolls)) published fares in place on January 1, ((1999)) 2015, excluding surcharges.

(3) The annual fiscal year operating and maintenance deficit, if any, shall be determined by Pierce, Skagit, and Whatcom counties subject to review and approval of the department. The annual fiscal year operating and maintenance deficit is defined as the total of operations and maintenance expenditures less the sum of ferry toll revenues and that portion of fuel tax revenue distributions which are attributable to the county ferry as determined by the department. Distribution of the amounts authorized by subsection (2) of this section by the state treasurer shall be directed by the department upon the receipt of properly executed vouchers from each county."
(4) The county road administration board may evaluate requests by Pierce, Skagit, Wahkiakum, and Whatcom counties for county ferry capital improvement funds. The board shall evaluate the requests and, if approved by a majority of the board, submit the requests to the legislature for funding out of the amounts available under RCW 46.68.090(6f1f{j}) (2)(h). Any county making a request under this subsection shall first seek funding through the public works trust fund, or any other available revenue source, where appropriate."

Correct the title.

**EFFECT:** Modifies the restriction on maintaining tolls at the January 1, 2015, amount to instead require that the published fares excluding any surcharge must be maintained at the January 1, 2015, amount.

--- END ---
# FERRY FARES EFFECTIVE 4-26-12

**PRICES INCLUDE AN ACROSS THE BOARD $3.00 SURCHARGE PER ROUND TRIP (PER ORD 2010-054)**

<table>
<thead>
<tr>
<th>PASSENGER FARES</th>
<th>Cost</th>
<th>Surcharge</th>
<th>Total</th>
<th>Rate Basis - Roundtrips</th>
</tr>
</thead>
<tbody>
<tr>
<td>Passenger/Pedestrian</td>
<td>$4.00</td>
<td>$3.00</td>
<td>$7.00</td>
<td>1 round trip</td>
</tr>
<tr>
<td>Passenger/Pedestrian – multi-ride ticket</td>
<td>$40.00</td>
<td>$75.00</td>
<td>$115.00</td>
<td>25 round trips</td>
</tr>
<tr>
<td>Children (under 12 with Parent only)</td>
<td>FREE</td>
<td>$0.00</td>
<td>FREE</td>
<td>1 round trip</td>
</tr>
<tr>
<td>Children (12 to under 19)</td>
<td>FREE</td>
<td>$0.00</td>
<td>FREE</td>
<td>1 round trip</td>
</tr>
<tr>
<td>Needs Based Passenger/Pedestrian</td>
<td>$17.00</td>
<td>$75.00</td>
<td>$92.00</td>
<td>25 round trips</td>
</tr>
<tr>
<td>Senior/Disabled/Income – multi-ride ticket</td>
<td>$23.00</td>
<td>$75.00</td>
<td>$98.00</td>
<td>25 round trips</td>
</tr>
<tr>
<td>Post High School Full-time</td>
<td>$23.00</td>
<td>$75.00</td>
<td>$98.00</td>
<td>25 round trips</td>
</tr>
<tr>
<td>Students – multi-ride ticket</td>
<td>$23.00</td>
<td>$75.00</td>
<td>$98.00</td>
<td>25 round trips</td>
</tr>
<tr>
<td>Lummi Tribal Member with Identification (foot passage only)</td>
<td>FREE</td>
<td>$0.00</td>
<td>FREE</td>
<td>1 round trip</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>VEHICLE / DRIVER FARES</th>
<th>Cost</th>
<th>Surcharge</th>
<th>Total</th>
<th>Rate Basis - Roundtrips</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bicycle w/Rider</td>
<td>$4.00</td>
<td>$3.00</td>
<td>$7.00</td>
<td>1 round trip</td>
</tr>
<tr>
<td>Motorcycle w/Driver</td>
<td>$5.00</td>
<td>$3.00</td>
<td>$8.00</td>
<td>1 round trip</td>
</tr>
<tr>
<td>Motorcycle w/Driver – multi-ride</td>
<td>$80.00</td>
<td>$75.00</td>
<td>$155.00</td>
<td>25 round trips</td>
</tr>
<tr>
<td>Vehicle w/Driver under 8,001 lbs.</td>
<td>$10.00</td>
<td>$3.00</td>
<td>$13.00</td>
<td>1 round trip</td>
</tr>
<tr>
<td>Vehicle w/Driver under 8,001 lbs. multi-ride</td>
<td>$72.00</td>
<td>$30.00</td>
<td>$102.00</td>
<td>10 round trips</td>
</tr>
<tr>
<td>Vehicle w/Driver under 8,001 lbs. multi-ride</td>
<td>$160.00</td>
<td>$75.00</td>
<td>$235.00</td>
<td>25 round trips</td>
</tr>
<tr>
<td>Needs Based Vehicle w/Driver</td>
<td>$36.00</td>
<td>$30.00</td>
<td>$66.00</td>
<td>10 round trips</td>
</tr>
<tr>
<td>Senior/Disabled/Income – multi-ride</td>
<td>$36.00</td>
<td>$30.00</td>
<td>$66.00</td>
<td>10 round trips</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LARGER VEHICLES</th>
<th>Cost</th>
<th>Surcharge</th>
<th>Total</th>
<th>Rate Basis - Roundtrips</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicle w/Driver 8,001- 20,000 lbs.</td>
<td>$29.00</td>
<td>$3.00</td>
<td>$32.00</td>
<td>1 round trip</td>
</tr>
<tr>
<td>Vehicle w/Driver 8,001-20,000 lbs.</td>
<td>$207.00</td>
<td>$30.00</td>
<td>$237.00</td>
<td>10 round trips</td>
</tr>
<tr>
<td>- multi-ride</td>
<td>$207.00</td>
<td>$30.00</td>
<td>$237.00</td>
<td>10 round trips</td>
</tr>
<tr>
<td>Vehicle w/Driver 20,001 – 36,000 lbs.</td>
<td>$65.00</td>
<td>$3.00</td>
<td>$68.00</td>
<td>1 round trip</td>
</tr>
<tr>
<td>Vehicle w/Driver 20,001 – 36,000 lbs.</td>
<td>$494.00</td>
<td>$30.00</td>
<td>$524.00</td>
<td>10 round trips</td>
</tr>
<tr>
<td>- multi-ride</td>
<td>$494.00</td>
<td>$30.00</td>
<td>$524.00</td>
<td>10 round trips</td>
</tr>
<tr>
<td>Vehicle w/Driver 36,001 – 50,000 lbs.</td>
<td>$130.00</td>
<td>$3.00</td>
<td>$133.00</td>
<td>1 round trip</td>
</tr>
<tr>
<td>Vehicle w/Driver 36,001 – 50,000 lbs.</td>
<td>$1,040.00</td>
<td>$30.00</td>
<td>$1,070.00</td>
<td>10 round trips</td>
</tr>
<tr>
<td>- multi-ride</td>
<td>$1,040.00</td>
<td>$30.00</td>
<td>$1,070.00</td>
<td>10 round trips</td>
</tr>
<tr>
<td>Trailer (under 16 feet)</td>
<td>$15.00</td>
<td>$3.00</td>
<td>$18.00</td>
<td>1 round trip</td>
</tr>
<tr>
<td>Trailer (16 - 30 feet)</td>
<td>$31.00</td>
<td>$3.00</td>
<td>$34.00</td>
<td>1 round trip</td>
</tr>
<tr>
<td>Trailer (over 30 feet)</td>
<td>$60.00</td>
<td>$3.00</td>
<td>$63.00</td>
<td>1 round trip</td>
</tr>
<tr>
<td>Over width Vehicle/Trailers, etc.</td>
<td>$575.00</td>
<td>$3.00</td>
<td>$578.00</td>
<td>50% surcharge (see clarification)</td>
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<table>
<thead>
<tr>
<th>SPECIAL TRIPS</th>
<th>Cost</th>
<th>Surcharge</th>
<th>Total</th>
<th>Rate Basis - One Way</th>
</tr>
</thead>
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<td>Per trip surcharge - one way. Special trips are a surcharge in addition to the applicable fare.</td>
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**WHATCOM COUNTY COUNCIL AGENDA BILL**

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**TITLE OF DOCUMENT:** Resolution Authorizing a ballot proposition to be submitted to the qualified voters of the county.

**ATTACHMENTS:** Memo
Resolution

**SEPA review required?** ( ) Yes ( ) NO
**SEPA review completed?** ( ) Yes ( ) NO
**Should Clerk schedule a hearing?** ( ) Yes ( ) NO
**Requested Date:**

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Executive Louws respectfully requests Council approval that a ballot proposition be submitted to the qualified voters of the county to authorize County Council to fix and impose a local sales and use tax of two tenths of one percent to provide funding for costs associated with financing, design, acquisition, construction, equipping, operating, maintaining, remodeling, repairing, re-equipping, and improvement of jail facilities, and other public safety purposes, subject to the approval of the 2015 Jail Facility Use Agreement by the County Council and all of the cities in Whatcom County.

**COMMITTEE ACTION:**

5/12/2015: Discussed

**COUNCIL ACTION:**

6/9/2015: Held to June 23, 2015

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

*Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).*
Resolution 2015-____________________

PROVIDING FOR SUBMISSION TO THE QUALIFIED VOTERS OF THE COUNTY A PROPOSITION AUTHORIZING A LOCAL SALES AND USE TAX OF TWO TENTHS OF ONE PERCENT FOR THE PURPOSE OF PROVIDING FUNDS FOR COSTS ASSOCIATED WITH FINANCING, DESIGNING, ACQUIRING, CONSTRUCTING, EQUIPPING, OPERATING, MAINTAINING, REMODELING, REPAIRING, RE-EQUIPPING, AND IMPROVEMENT OF JAIL FACILITIES AND OTHER PUBLIC SAFETY PURPOSES

WHEREAS, ensuring the protection and safety of the residents of Whatcom County is an essential priority; and

WHEREAS, the Whatcom County Council has determined that the present county-wide jail facilities on Prospect Street and an interim jail on Division Street in Bellingham, which are owned, operated and maintained by Whatcom County, do not meet existing and future County and cities’ inmate incarceration needs; and

WHEREAS, the health, welfare and safety of the residents and businesses of Whatcom County necessitate that the County provide additional jail facilities; and

WHEREAS, the health and safety of jail inmates and the safety of the County jail staff necessitate that the County provide consolidated new jail facilities; and

WHEREAS, the Whatcom County Jail Planning Task Force, the County Sheriff and the County Executive have collectively submitted a recommended plan for the building and operation of a new County jail located on LaBounty Road in Ferndale; and

WHEREAS, in order to provide funding for costs associated with financing, designing, acquiring, constructing, equipping, operating, maintaining, remodeling, repairing, re-equipping and improvement of jail facilities, both new and limited inmate holding facilities at the county courthouse, it is deemed necessary and advisable for Whatcom County to impose an additional local sales and use tax of two tenths of one percent (0.2% -- 20 cents for every $100) as authorized by RCW 82.14.450; and

WHEREAS, all cities of Whatcom County have jointly agreed to long-term agreements with the County to share in the costs of the construction and ongoing operating costs of a new jail and jail related facilities that serves the future needs of their city and county inmates with the proceeds of a sales and use tax; and
WHEREAS, based on these long term agreements with Whatcom County and following passage of a voter-approved proposition for a sales and use tax, the County will issue general obligation bonds for the construction costs of the new jail; and

WHEREAS, the life of the Bonds will be no more than 30 years and upon the full repayment of the Bonds the Cities and County have agreed that collection of one half of the two tenths of one percent of the sales and use tax shall expire;

NOW, THEREFORE, BE IT RESOLVED that a ballot proposition shall be submitted to the qualified voters of the County pursuant to RCW 82.14.450 to authorize the County Council to fix and impose a local sales and use tax of two tenths of one percent (0.2% -- 20 cents for every $100) to provide funding for costs associated with financing, design, acquisition, construction, equipping, operating, maintaining, remodeling, repairing, re-equipping, and improvement of jail facilities, and other public safety purposes, subject to the approval of the 2015 Jail Facility Use Agreement by the County Council and all of the cities in Whatcom County.

BE IT FURTHER RESOLVED, that the County Executive is hereby authorized and requested to initiate the appropriate action necessary to ensure a proposition in substantially the following form, to be submitted to the voters of Whatcom County:

WHATCOM COUNTY, WASHINGTON

PROPOSITION NUMBER ————

JAIL FACILITIES SALES AND USE TAX

The Whatcom County Council passed Resolution ———— concerning a proposition to authorize a sales and use tax for jail facilities. This ballot proposition would authorize the imposition of a sales and use tax of two tenths of one percent (20 cents for every $100) to be used solely for costs associated with constructing and operating jail facilities to house inmates held, charged, or convicted of misdemeanor and felony acts, and for other public safety purposes, as authorized by RCW 82.14.450. Half of this tax (10 cents for every $100) would expire upon repayment of bonds issued to finance the jail facilities, in any event not later than 30 years after issuance. Should this proposition be:

_______ Approved

_______ Rejected
BE IT NOW FINALLY RESOLVED, that the County Auditor shall cause notice of the proposed proposition to be published in accordance with the state constitution and general law, and shall place the proposed proposition upon the ballot of the county wide general election held on November 3, 2015.

ADOPTED this ______ day of ______________, 2015

ATTEST:                                                WHATCOM COUNTY COUNCIL
                                                      WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis,                                      Carl Weimer,
Clerk of the Council                                  Council Chair

APPROVED AS TO FORM:

Daniel L. Gibson                                      Jack Louws, County Executive
Chief Civil Deputy Prosecutor                          Date
**WHATCOM COUNTY COUNCIL AGENDA BILL**

**NO.** 2015-017

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**TITLE OF DOCUMENT:** Executive Louws will make a special presentation

**ATTACHMENTS:** No attachments

| SEPA review required? | ( ) Yes | ( x ) NO | Should Clerk schedule a hearing? | ( ) Yes | ( x ) NO |
| SEPA review completed? | ( ) Yes | ( x ) NO | Requested Date:                   |        |         |

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

County Executive Jack Louws will make a special presentation for County Auditor, Debbie Adelstein

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).
Auditor of the Year Award

2015 Award

One of the best parts of this job is recognizing the achievements of our County Auditors.

It's with great pleasure today that I announce the Auditor of the Year.

This year's winner is always ready to share her insights. We rely on her county perspective to help us make informed decisions.

She has been a dedicated member of the Voter Intent Committee. Her input was integral during both the WAC review and the graphic design phases. The project took nearly 16 months and she remained involved every step of the way giving her time, energy, and thoughtful analysis.

This county stands out with their outreach efforts, communicating with political parties and political action committees, and supporting efforts to promote voter education among the local tribal members. And, as Auditor, she established a strong connection with a certain university up north to provide voter services on campus.

She provides top notch service to all of her voters. Of particular note, are the innovative ideas she implemented that reduced wait times at her voting centers and ballot deposit sites. It is amazing how a volunteer standing at a street corner waving a large sign attracts attention!
And, she lends a helping hand to her neighboring counties. She and her staff frequently and willingly share documents, templates, and written procedures to other counties.

It is my great pleasure to recognize *Debbie Adelstein* as the 2015 Auditor of the Year.

[Read text of award]
WHATCOM COUNTY COUNCIL AGENDA BILL

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TITLE OF DOCUMENT:
Ord. revising WCC 5.20 regarding use of fireworks

ATTACHMENTS:
Ordinance and exhibit

SEPA review required? ( ) Yes ( ) NO
SEPA review completed? ( ) Yes ( ) NO
Should Clerk schedule a hearing? ( ) Yes ( ) NO
Requested Date: 6/23/2015

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)
This ordinance amends WCC 5.20 to add a new section 5.20.095 to limit the use of fireworks to 6PM on July 3 to noon on July 5, and from 6 pm on December 31 to noon on January 2.

COMMITTEE ACTION:

COUNCIL ACTION:
6/9/2015: Introduced 7-0

Related County Contract #: Related File Numbers: Ordinance or Resolution Number:

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: www.co.whatcom.wa.us/council.

195
ORDINANCE NO. _________

AMENDING WHATCOM COUNTY CODE CHAPTER 5.20, FIREWORKS

WHEREAS, Chapter 5.20 of the Whatcom County Code regarding the permitting of fireworks has not been updated in many years; and

WHEREAS, while Washington State Fireworks Law (RCW 70.77) permits the discharge of consumer fireworks during designated times from June 28th through July 5th, it also allows cities and counties the authority to adopt regulations on the use of fireworks that are more restrictive than state law; and

WHEREAS, according to the State Fire Marshall’s Office, some 169 cities and counties have restrictions or bans in place related to fireworks; and

WHEREAS, the Whatcom County Council desires to recognize the traditional use of fireworks to celebrate the United States of America’s Independence Day and our New Year’s Day; and

WHEREAS, the Council also recognized the need to respect public concerns regarding the impact of fireworks on counties, including the potential for fires and on the welfare of military veterans, children, animals, and those who have to work the day before and the day after holidays; and

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Chapter 5.20 of the Whatcom County Code is hereby amended to add a section titled Period of Use, as outlined in Exhibit A to this Ordinance.

BE IT FINALLY ORDAINED that the effective date of this ordinance shall be July 1, 2016.

ADOPTED this ___ day of __________, 2015.

ATTEST: WHATCOM COUNTY COUNCIL

Dana Brown-Davis, Clerk of the Council WHATCOM COUNTY, WASHINGTON

Carl Weimer, Council Chair

APPROVED AS TO FORM: WHATCOM COUNTY EXECUTIVE

Civil Deputy Prosecutor WHATCOM COUNTY, WASHINGTON

Jack Louws, County Executive

( ) Approved       ( ) Denied

Date Signed: ____________________________
EXHIBIT A
(WCC 5.20, FIREWORKS)

FIREWORKS

5.20.095 Period of Use.

Consumer fireworks may be used or discharged as follows:

a. Between the hours of 6 p.m. and 11 p.m. on July 3;
b. Between the hours of 6 p.m. and midnight on July 4;
c. Between the hours of 6 p.m. and 11 p.m. on July 5;
d. Between the hours of 6 p.m. on December 31 and 1 a.m. on January 1 of the subsequent year, and as provided in RCW 70.77.311.
TITLE OF DOCUMENT:
Ordinance to close portion of Manley Road to motorized vehicular traffic.

ATTACHMENTS:
1. Memo to County Executive and Council
2. Supporting letters or email from: Wefer Tree Farm, Kinder Morgan, So. Whatcom Fire Authority, Bloedel Timberlands, N. Muriby, City of Bellingham Water Dept.
3. Proposed Ordinance
4. Vicinity Map

SEPA review required? ( ) Yes ( X ) NO
SEPA review completed? ( ) Yes ( X ) NO
Should Clerk schedule a hearing? ( X ) Yes ( ) NO
Requested Date: 7/7/15

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Whatcom County has received requests from Wefer Tree Farm, Inc. and Kinder Morgan, Inc to close a portion of Manley Road to motorized vehicular traffic. The closure is requested due to frequent illegal dumping, trespass and other illegal activities on this dead end portion of road.

COMMITTEE ACTION:

COUNCIL ACTION:

Related County Contract #: Related File Numbers: Ordinance or Resolution Number:

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
MEMO TO: The Honorable Jack Louws, County Executive, and Honorable Members of the Whatcom County Council

THROUGH: Jon J. Hutchings, Director

FROM: Joseph P. Rutan, P.E. County Engineer/Assistant Director
       Mike Donahue, Traffic Manager

DATE: 6/10/2015

RE: Ordinance to close a portion of Manley Road to Motorized Vehicular Traffic

Requested Action:
Consideration of Ordinance to close of Manley Road 0.06 miles southeast of Samish Way to motorized vehicular traffic.

Background and Purpose:
Whatcom County received a request from the Wefer Tree Farm, Inc and Kinder Morgan, Inc to close a portion of Manley Road. Letters from the Wefer Tree Farm and Kinder Morgan state that damage due to four-wheeling has occurred on top of the Trans-Mountain pipeline adjacent to Manley Road, along with dumping and various other illegal activities.

Wefer Tree Farm, Kinder Morgan and adjacent property owners, (the “applicants”) request closure of Manley Road from 0.06 miles southeasterly of Samish Way to the end of the Whatcom County right of way of Manley road to motorized vehicular traffic. Pedestrians and bicyclists will still be able to access and use the section of Manley Road. The applicants will purchase and install a vehicle gate with pedestrian entrance, erect signs, all of which must be approved by the County per County ordinance. The County will continue to maintain Manley Road past the gate to allow for pedestrian and bicyclists use.

History:
In the 1990’s Whatcom County Public Works installed a gate on Manley Road at Samish Way. ly of Samish Way. This was done due to complaints of garbage dumping further up this dead end roadway. This action was taken without the proper approval of the County Council. In 2009 a culvert past the gate was washed out during a storm. It was replaced by a 40-foot long bridge constructed with Federal Emergency funding. At that time it was discovered that the gate was installed without proper authority and was removed. Since that time there has been increasing incidents of illegal dumping, private property damage and trespass as well as potential threats of damage to the Trans-Mountain pipeline immediately adjacent to Manley Road in the portion proposed to be closed to vehicular traffic.

Requested Action:
The Public Works Department recommends the closure of this portion of Manley Road to motorized vehicular traffic. We request that the County Council review, introduce and adopt the proposed ordinance to close the road to motorized vehicular traffic at 0.06 miles southeasterly of Samish Way to the end of the Manley Road right of way.
September 30, 2014

Joe Rutan
Assistant Director
Whatcom County Public Works
322 N. Commercial Street, Ste. 210
Bellingham, WA 98225

Dear Joe:

Thank you for taking the time to meet with representatives of the Wefer Tree Farm, Inc. and Kinder Morgan on September 22, regarding the possibility of putting a gate near the north end of Manley Road.

As you know, Manley Road, is an unmaintained County road which is gravel. It is not a through road, but dead ends at the Wefer Tree Farm, Inc. gate. Its primary users are Bloedel Timber and Wefer Tree Farm, Inc. along with a number of utilities who have lines near the road including Kinder Morgan. To my knowledge, at the point where we discussed a potential gate, there are no individual landowners which would be impacted.

Quite a number of years ago a gate was placed further north on Manley Road than we discussed on the 22nd in order to deal with underage drinking, unsanitary conditions created from such activity, and the dumping of garbage and appliances near the Wefer Tree Farm, Inc. gate. I believe the Whatcom County Health Department was involved in this action being taken.

In more recent years, the Manley Road gate was removed by the County. You explained to us that you needed to do that in order to obtain funds to repair a bridge that had washed out. The removal of the gate has caused garbage to again be found outside our gate (including used condoms) and evidence of firewood theft. Vehicles have also driven through ditch lines causing water issues which impact the County road. We also have serious concerns about fire danger, especially during the dry summers like we just experienced and potential equipment vandalism. With a buried oil pipeline running through our property, I’m sure these are concerns of theirs as well. There are also a number of utilities that have lines running along Manley Road and through our property including Puget Sound Energy and Verizon. Tampering with utilities, equipment vandalism, firewood theft, garbage dumping, wildfires and other such activities become more likely when someone can drive into a forested area where they are out of sight. An example of this is recent dumping of insulation at the end of the County road at our gate. This appears to be illegal activity regarding stripping copper wire.

Wefer Tree Farm, Inc. is in full support of Kinder Morgan’s offer to pay for erecting a gate near the north end of Manley Road. The gate would have the ability for six locks which should cover all users including
the South Whatcom Fire Authority. Wefer Tree Farm, Inc. will provide equipment to install the gate, so there will be no monetary expense for the County, other than any signs you may wish to erect.

You mentioned the County would likely have an interest in allowing for a recreation entrance past the gate to allow walkers and bicycle riders access to the County right-of-way. We are okay with this type of usage up until they reach our gate which is signed as “no trespassing.”

Should you need any further information, please don’t hesitate to contact us. We would appreciate you letting us know when this will appear on the Council agenda so we can be attendance at that meeting.

Again, thanks for your time and attention to this matter, Joe.

Sincerely,

Herbert A. Barker
President, Wefer Tree Farm, Inc.
P. O. Box 5006
Bellingham, WA 98227

Wendy Wefer-Clinton
Treasurer, Wefer Tree Farm, Inc.
823 E. Lake Samish Dr.
Bellingham, WA 98229
October 14, 2014

Joe Rutan
Assistant Director
Whatcom County Public Works
322 N. Commercial St, Ste. 210
Bellingham, WA 98225

RE: Request for installation of gate near north end of Manley Road

Dear Joe,

We appreciated the opportunity to meet with you on September 22nd to discuss our concerns with the absence of a gate near the north end of Manley Road, and our subsequent request for permission from the County to install a new gate as soon as possible.

As explained during the meeting Kinder Morgan would pay for all costs associated with the purchase and installation of a gate, with Wefer Tree Farm, Inc. agreeing to provide the necessary equipment to perform the install. The County would not be responsible for any expenses associated with this project, we are not asking for any financial support whatsoever. It should be noted however that any signs the County chooses to erect after the installation of the gate would need to be covered out of County funds.

The need for a gate has become imperative especially with buried utilities running along and through the property. Among the more important issue at hand, the lack of a gate invites unauthorized activities on the property that could possibly lead to the damage of underground utilities, something Kinder Morgan strives to avoid at all costs. Some issues that have already occurred on the property include: garbage being dumped, four wheel driving activities resulting in vehicles getting stuck and KM techs having to pull them out, unauthorized camping and ditch line driving. Also, utility tampering, equipment vandalism, and wildfires become concerns when the public has full access to a forested area where an individual can remain out of site during such acts. We believe with a gate installed in the area proposed to the County that these types of occurrences would be minimized and concerns noted above alleviated.

Please let me know should you have any questions or require further information in order to move forward with the approval process through the County. Also, we would like to kindly request that you let us know when this issue will be on the council agenda so that we may attend the meeting.

Thank you for your consideration of this most important request.

Sincerely,

Patrick A. Davis
Supervisor, Puget Sound
October 27, 2014

Joc Rutan
Assistant Director
Whatcom County Public Works
322 N. Commercial Street, Ste. 210
Bellingham, WA 98225

Dear Joe,

I've been asked to respond on a request from Wefer's Forest Limited Partnership, who is also working with Kinder Morgan to install a gate on the Manley Road just south of the new small bridge that was put in on the north end of Manley Road.

The Fire Authority supports the installation of this gate as outlined where the gate will have a spot on it that allows for fire authority access when needed. This gate and lock system is similar to ones used throughout the fire authority's service area and allows for emergency access and limits the potential for unauthorized uses.

Should you need any further information please feel free to contact me.

Sincerely,

David M. Ralston
Fire Chief
Date: May 29, 2015

To: Mike Donahue, Engineering Manager/Traffic

From: Wain Harrison, Manager Building Services/Deputy Fire Marshal

Through: J.E. "Sam" Ryan, Director/Fire Marshal

Cc: John Hutchings, Director Public Works
    Joe Rutan, Assistant Director/County Engineer
    Gary Johnson, Senior Engineering Technician

Subject: Manly Road Gate
         Letter of Request, 5/29/2015
         Turnaround Required by County Code

Thank you for your letter of request regarding the proposed gate installation at approximately the 5100 block of Manly Road. The gate is proposed to be installed across and within the public right of way of Manly Road.

I do not believe the Fire Marshal's Office has jurisdiction to waive code within a public right of way. That is the responsibility of the County Engineer. However, we can say that, based in part on the determination of Assistant Chief Topel of South Whatcom Fire Authority that the existing adjacent intersection to the northeast is adequate for a turnaround for emergency apparatus; and based on the fact that no buildings or residences exist beyond the location of the proposed gate; and based on the reasonable proximity and maintained dimensions of the road and existing intersection just northeast of the proposed gate location, the Fire Marshal's Office would support the County Engineer in a determination which accepts the existing adjacent intersection as an alternative turnaround location.

Feel free to contact me if you have any questions.
ORDINANCE NO._______

ORDERING THE CLOSURE OF A PORTION OF MANLEY ROAD TO MOTORIZED VEHICULAR TRAFFIC

WHEREAS, THE Whatcom County Council has been requested by the Wefer Tree Farm, Inc. and Kinder Morgan, Inc. to close a portion of Manley Road to motorized vehicular traffic southeasterly of Samish Way; and

WHEREAS, the closure is requested because illegal dumping has taken place in that area for many years and efforts to stop the dumping have been ineffective, and because of frequent trespass and illegal activities on adjoining vacant property, and

WHEREAS, Manley Road dead ends with no residential structures beyond the proposed closure location, and

WHEREAS, the County Council held a public hearing on the proposed closure on July 7, 2015, and is authorized to close the road according to the provisions of RCW 36.32.120.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the Public Works Department of Whatcom County is hereby directed, subject to further consideration for re-establishing access for adjoining property owners, to close Manley Road to motorized vehicular traffic from 0.06 miles southeasterly of Samish Way to the end of the Manley Road right-of-way.

BE IT FURTHER ORDAINED that as a condition of closure, Wefer Tree Farm, Inc. and Kinder Morgan, Inc. will install proper signs, vehicle gate and pedestrian gate, allowing pedestrian and non-motorized access along said portion of Manley Road and as approved by Whatcom County Public Works. The County will continue to maintain Manley Road past the gate to allow for pedestrian and bicyclists use.

ADOPTED this 7th day of July, 2015.

ATTEST: WHATCOM COUNTY COUNCIL

Dana Brown-Davis, Council Clerk WHATCOM COUNTY, WASHINGTON

Carl Weimer, Council Chair

APPROVED AS TO FORM: ( ) Approved  ( ) Denied

Daniel J. Louws, Chief Civil Deputy Prosecutor

Jack Louws, Executive

Date: ____________________________

205
Vicinity Map For Proposed Manley Rd. Closure

Legend:
- Proposed Road Closure

1 inch = 2,500 feet
**TITLE OF DOCUMENT:** A Resolution Vacating a Portion of Delta Line Road.

**ATTACHMENTS:**
1. Cover Memo
2. Resolution
3. Neighboring Land Owner’s Petition
4. Map of Site
5. Engineer’s Report
6. Comparative Market Analysis

**SEPA review required?** ( ) Yes (X) NO  
**SEPA review completed?** ( ) Yes ( ) NO

**Should Clerk schedule a hearing?** (X) Yes ( ) NO  
**Requested Date:** 3-26-13

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

The attached Resolution Vacating a Portion of Delta Line Road is submitted per RCW 36.87 and WCC 12-20.

The County Engineer’s report has been prepared and is being submitted in favor of this road vacation. A public hearing will need to be scheduled.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**  
**Related File Numbers:**

**Ordinance or Resolution Number:**

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
MEMORANDUM

To: The Honorable County Executive Jack Louws and Honorable Members of the County Council

Through: Jon Hutchings, Director

From: Andrew Hester, Public Works Real Estate Coordinator

Date: June 8, 2015

Re: A Resolution Vacating a Portion of Delta Line Road

The attached petition asks for vacation of approximately 15,440 square feet of right of way, more or less, of Delta Line Road.

Based on a Fair Market Valuation (FMV) of surrounding comparable properties, the estimated value of the area to be vacated is approximately $39,063.00.

- **Recommended Action**
  The County Engineer’s report has been prepared and is being submitted in favor of this road vacation. It is recommended that the County Council set a hearing date for the requested vacation, publish the vacation request, and direct County staff to post the appropriate public notices.

Please contact me at extension 50571 if you have any questions regarding this action.

Encl.
SPONSORED BY: 

PROPOSED BY: Public Works

INTRODUCTION DATE: 

RESOLUTION NO. 

A RESOLUTION VACATING A PORTION OF DELTA LINE ROAD

WHEREAS, on January 28, 2015, Scott Loomer and Iris Loomer, et.al., submitted a petition for the vacation of a portion of Delta Line Road lying within the unincorporated area of Whatcom County, accompanied by the penal sum of $790.00, and,

WHEREAS, as described in RCW 36.87.010, when a county road or any part thereof is considered useless the Whatcom County Council may declare its intention to formally consider vacation, by resolution.

WHEREAS, the County Council voted 6-0 on March 31, 2015, to consider this vacation request and directed the County Engineer’s office to report; and

WHEREAS, the County Engineer’s office has reviewed the portion of the street which is a Class A-1.6 right-of-way, wherein public expenditures were made, no part thereof lies in any plat, and it was abandoned in fact due to relocation of right-of-way, and in the exercise of his judgment has determined the public will benefit from said vacation; and

WHEREAS, it’s unknown if there are public utilities located within the portion of the right-of-way to be vacated, but an easement for said utilities will be retained by the County, and

WHEREAS, the fair market value has been determined to be $2.53 per square foot for 15,440 square feet included within this portion of Delta Line Road, making the total value of the area to be vacated $39,063.00; and

WHEREAS, the County Engineer has reviewed said compensation and determined it to be fair value; and

WHEREAS, the petitioner has met all of the petition requirements, as set forth by Chapter 12.20 Whatcom County Code, and all other applicable laws; and

WHEREAS, the applicant has six calendar months from the date of the Preliminary Order of Vacation to pay any remaining fees to the Whatcom County Council office, which checks should be made payable to the Whatcom County Treasurer, prior to the vacation becoming effective, including but not limited to the appraised value of the area sought to be vacated; and

WHEREAS, this vacation does not become effective until the fees are paid and the Final Order and Resolution are recorded with the County Auditor;
NOW, THEREFORE, BE IT RESOLVED that it is the intention of the Whatcom County Council to vacate the following described right of way:

A tract of land within the southeast quarter of the southeast quarter of Section 1, Township 39 North, Range 1 East of W.M., and within the southwest quarter of the southwest quarter of Section 6, Township 39 North, Range 2 East of W.M. being more particularly described as follows:

Commencing at the Section corner common the Sections 6 and 7, Township 39 North, Range 2 East, W.M., and Section 1 and 12, Township 39 North, Range 1 East of W.M.; thence North 01°49'50" East, along the section line common to said Sections 6 and 1, a distance of 30.00 feet to a point on the North right-of-way of Grandview Road, said point being the True Point of Beginning; thence North 89°01'52" West, along the north right-of-way line of Grandview Road, a distance of 20.00 feet to an intersection with the west right-of-way line of Delta Line Road; thence North 01°49'50" East, along the west right-of-way line of Delta Line Road a distance of 317.05 feet; to a point on the south right-of-way line of that certain right-of-way granted to the public by deed dated August 3rd, 2005 and recorded under Whatcom County Auditor’s File Number 2050802925; thence Northeasterly along a curve to the left which radius point bears North 44°24'28" West 180.00 feet, an arc distance of 32.06 feet through a central angle of 10°12'16" to a point on the section line between aforesaid Sections 6 and 1; thence continuing along said curve to the left an arc distance of 97.17 feet through a central angle of 30°55'52" to a point on the east right-of-way line of Delta Line Road as depicted and dedicated on the “Grandview Light Industrial Park General and Specific Binding Site Plan” as per the map thereof recorded under Whatcom County Auditor’s File Number 920110138; thence South 01°46'36" West a distance of 201.31 feet to the southwest corner of Lot 21 of said “Grandview Light Industrial Park”; thence South 88°37'32" West a distance of 10.02 feet; thence South 01°49'50" West a distance of 229.97 feet to a point on the north right-of-way line of Grandview Road; thence South 88°30'04" West a distance of 20.03 feet to Point of Beginning. Containing 15,440 square feet more or less.

SUBJECT TO and/or together with all easements, covenants, restrictions, and/or agreements of record or otherwise; and

SUBJECT TO an easement retained by the County in respect to the vacated portion of right-of-way for the construction, repair, and maintenance of any and all public utilities and services, now located on or in the vacated portion.

BE IT FURTHER RESOLVED that upon applicants’ completion of payment for the property and of all other fees, a Final Order of Vacation shall be prepared by Council Staff, signed by the appropriate parties, and recorded with the County Auditor; and
BE IT FURTHER RESOLVED that if the conditions set forth above are not fulfilled within six months from the date of the passage of this Resolution, the Preliminary Order of Vacation which is hereby authorized shall be withdrawn, and the right-of-way shall not be deemed to have been vacated.

APPROVED this _____ day of ______________, 2015

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY,

ATTEST:
WASHINGTON

________________________
Dana Brown-Davis, County Clerk

________________________
Carl Weimer, Council Chair

APPROVED AS TO FORM:

________________________
Daniel L. Johnson

Chief Civil Deputy Prosecutor
BEFORE THE WHATCOM COUNTY COUNCIL

IN THE MATTER OF VACATION OF THE COUNTY ROAD KNOWN AS a portion of Delta Line Road No. 146

PETITION FOR VACATION OF PLATTED ROAD

Petitioned for by:

Scott and Iris Loomer,
Marc R. Perry dba, Perry Pallet LLC;
Joseph & Dorothy Massett

( RCW 58.17 AND 36.87 )

Pursuant to Whatcom County Ordinance No. 1-72, dated February 14, 1972, the undersigned and those signing attached petition; which bears signatures and property descriptions of five land owners residing in the vicinity of said road, request vacation of the county road hereinafter described, and agree with the statements below:

1. Petitioners are residents of Whatcom County and owners of real property in the vicinity of the road sought to be vacated.

2. The road sought to be vacated is legally described as follows:
   (see Exhibit A Road Vacation – Land description and Exhibit B Map)

3. The pertinent facts in support of this petition are:
   In February 2004, Whatcom County Ordinance 2004-008, Whatcom County closed Delta Line Road from SR548 to 0.13 miles north of SR548 to vehicular traffic. In 2005, Whatcom County was warranted a deed for public right-of-way to connect Delta Line Road with Vista Drive. The construction of road within this right-of-way continued to effectively abandon that portion of Delta Line Road from the new right-of-way south to Grandview Road. Scott and Iris Loomer are the owners of lands abutting the west side of this abandoned portion. Marc Perry dba, Perry Pallet LLC owns land abutting the northeast side of this abandoned portion. Joseph and Dorothy Massett are the owners of land abutting the southeast side of this abandoned portion.

4. The road to be vacated is useless as a part of the County road system and the public will benefit by its vacation and abandonment.

   According to Whatcom County Development Standards, Chapter 5, Road Standards, M (6)(b): Minimum centerline offset of adjacent roads/streets from an intersection or low speed curve: Access streets, neighborhood collectors and collector streets, crossing or connecting to any neighborhood collector, collector or arterial; or arterials intersecting arterials: 300 feet. This portion of Delta Line Road has only 217 feet of separation from the intersection of Vista Drive and Grandview Road. This does NOT meet Whatcom County Development Standards.

   Additionally, Grandview Road is State Route No. 548. It is listed as a Class 2, which the state requires 660 feet between access points (including roads.) The intersection of Delta Line Road and Grandview Road does NOT meet state guidelines.
This portion of Delta Line Road is useless as part of the County and State road system, especially as it has been closed to vehicular traffic by Whatcom County Ordinance 2004-008. The public will benefit by its vacation and abandonment.

5. Petitioners will pay all costs and expenses incurred by the County in examination, report, notice and proceedings pertaining to this petition.

6. A bond in the penal sum of $790.00, payable to Whatcom County Treasurer, accompanies this petition.

7. The application fee accompanies this petition.

WHEREFORE, petitioners request the County Road Engineer to report upon this petition, that a hearing take place on this report, and that an order be entered vacating and abandoning said road.

CONTACT PERSON:

Scott Harksell
Compass Point Survey Group, Inc.
360-354-8320

Scott Loomer
Signed this 12th day of December, 2014

Iris Loomer
Signed this 12th day of December, 2014

Marc R. Perry, Perry Pallet LLC;
Signed this ___ day of ___________, 20__

Joseph Massett
Signed this ___ day of ___________, 20__

Dorothy Massett
Signed this ___ day of ___________, 20__
This portion of Delta Line Road is useless as part of the County and State road system, especially as it has been closed to vehicular traffic by Whatcom County Ordinance 2004-008. The public will benefit by its vacation and abandonment.

5. Petitioners will pay all costs and expenses incurred by the Count in examination, report, notice and proceedings pertaining to this petition.

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Scott Harksell
Compass Point Survey Group, Inc.
360-354-8320

______________________________  ________________________________
Scott Loomer                     Iris Loomer
Signed this ___ day of ____________, 20 __.

______________________________  ________________________________
Marc R Perry, Perry Pallet LLC,  Dorothy Massett
Signed this ___ day of ____________, 20 __.

Joseph Massett
Signed this 10 day of DECEMBER, 2014.

Dorothy Massett
Signed this 10 day of DECEMBER, 2014.
WHEREFORE, petitioners request the County Road Engineer to report upon this petition, that a hearing take place on this report, and an order be entered vacating and abandoning said road. (NOTE: A minimum of five signatures is required by law; see statement near the beginning of page 1).

**PETITIONERS' NAMES: Property owned by petitioner (part of sec. or name of plat, see (lot), TWP, (Blk) Range):**

[Signature]

James & Patricia Bliss:
TPN 390112 526530;

Klaus Klix,

Delta Pacific LLC:
TPN 390101 510298;

Gerald Libolt,

LL V Investment Group, Inc.:
TPN 390206 166042;

Cirby Crisp & Gina Johnson:
TPN 390207 203083

T. Patrick & Lori Brown:
TPN 390207 119222

A map of the road proposed to be vacated and surrounding properties, with each of the above signed petitioners properties indicated thereon, shall be attached to this petition in order for it to be accepted in the County Council Office.

(See Exhibit C)
WHEREFORE, petitioners request the County Road Engineer to report upon this petition, that a
hearing take place on this report, and an order be entered vacating and abandoning said road. (NOTE: A
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(See Exhibit C)
Exhibit A

Road Vacation – Land Description

A tract of land within the southeast quarter of the southeast quarter of Section 1, Township 39 North, Range 1 East of W.M., and within the southwest quarter of the southwest quarter of Section 6, Township 39 North, Range 2 East of W.M. being more particularly described as follows:

Commencing at the Section corner common the Sections 6 and 7, Township 39 North, Range 2 East, W.M., and Section 1 and 12, Township 39 North, Range 1 East of W.M.; thence North 01°49'50" East, along the section line common to said Sections 6 and 1, a distance of 30.00 feet To a point on the North right-of-way of Grandview Road, said point being the True Point of Beginning; Thence North 89°01'52" West, along the north right-of-way line of Grandview Road, a distance of 20.00 feet to an intersection with the west right-of-way line of Delta Line Road; thence North 01°49'50" East, along the west right-of-way line of Delta Line Road a distance of 317.05 feet; to a point on the south right-of-way line of that certain right-of-way granted to the public by deed dated August 3rd, 2005 and recorded under Whatcom County Auditor’s File Number 2050802925; thence Northeasterly along a curve to the left which radius point bears North 44°24'28" West 180.00 feet, an arc distance of 32.06 feet though a central angle of 10°12'16" to a point on the section line between aforesaid Sections 6 and 1; thence continuing along said curve to the left an arc distance of 97.17 feet through a central angle of 30°55'52" to a point on the east right-of-way line of Delta Line road a depicted and dedicated on the “Grandview Light Industrial Park General and Specific Binding Site Plan” as per the map thereof recorded under Whatcom County Auditor’s File Number 920110138; Thence South 01°46'36" West a distance of 201.31 feet to the southwest corner of Lot 21 of said “Grandview Light Industrial Park”; thence South 88°37'32" West a distance of 10.02 feet; Thence South 01°49'50" West a distance of 229.97 feet to a point on the north right-of-way line of Grandview Road; thence South 88°30'04" West a distance of 20.03 feet to Point of Beginning.

Together with and/or subject to: Covenants, conditions, restrictions and easements if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.
EXHIBIT B
MAP SHOWING AREA OF
ROAD VACATION
PORTION OF DELTA LINE ROAD

PERRY PALLE:
TAX PARCEL
390206 015071 0000
AREA OF VACATION:
4267 S.F.

LOOMER:
TAX PARCEL
390101 518015 0000
AREA OF VACATION:
6573 S.F.

MASSETT:
TAX PARCEL
390206 015014 0000
AREA OF VACATION:
4600 S.F.

GRANDVIEW ROAD
Property Search Results > 175073 SCOTT & IRIS LOOMER for Year 2013 - 2014

Property

Account
Property ID: 175073

Legal Description: THAT PTN OF E 1/2 SE LTY NELY OF BLAINE FERNDALE RD (VISTA DR-CO RD 42)-SLY OF TR GRANTED WHATCOM CO FOR R/W UNDER AF 2050802925-LESS RDS

Geographic ID: 3901015180150000
Type: Real
Tax Area: 2025 - 502 F7 C7
Open Space: N
Historic Property: N
Multi-Family Redevelopment: N
Township: T39N
Range: R01E

Location
Address: 2504 GRANDVIEW RD FERNDALE, WQ
Neighborhood: 2120027200
Neighborhood CD: 2120027200

Agent Code:
Land Use Code 69
DFL N
Remodel Property: N
Section: 01

Owner
Name: SCOTT & IRIS LOOMER
Mailing Address: PO BOX 2037 KAHULUI, HI 96733-2037

Owner ID: 70136
% Ownership: 100.0000000000%

Pay Tax Due
There is currently No Amount Due on this property.

Taxes and Assessment Details

Values
Map List
Taxing Jurisdiction
Improvement / Building
Property Image
Land
Roll Value History
Deed and Sales History
Payout Agreement

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Property Search Results > 89882 PERRY PALLET LLC for Year 2013 - 2014

### Property

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<td>Remodel Property: N</td>
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| Multi-Family Redevelopment: N | Section: 06 |
| Township: T39N | |
| Range: R02E | |

### Location

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### Owner

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<th>Name: PERRY PALLET LLC</th>
<th>Owner ID: 87493</th>
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<td>Mailing Address: 6940 DELTA LINE RD FERNADE, WA 98248-9706</td>
<td>% Ownership: 100.0000000000%</td>
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### Pay Tax Due

### Taxes and Assessment Details

### Values

### Map List

### Taxing Jurisdiction

### Improvement / Building

### Property Image

### Land

### Roll Value History

### Deed and Sales History

### Payout Agreement

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Property Search Results > 89880 JOSEPH & DOROTHY A MASSETT for Year 2013 - 2014

Property

<table>
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<td>Remodel Property: N</td>
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</table>

Location

| Address: 2450 GRANDVIEW RD FERNDALE, WA |
| Neighborhood: 2120011000 SFR-AC |
| Neighborhood CD: 2120011000 |

Owner

| Name: JOSEPH & DOROTHY A MASSETT | Owner ID: 73746 | % Ownership: 100.0000000000% |

Pay Tax Due

Taxes and Assessment Details

Values

Map List

Taxing Jurisdiction

Improvement / Building

Property Image

Land

Roll Value History

Deed and Sales History

Payout Agreement

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**Property Search Results** > **86803 JAMES N & PATRICIA L BLISS for Year 2013 - 2014**

**Property**

**Account**  
Property ID: 86803  
Legal Description: NLY 187 FT AS MEAS ALG ITS ELY LI OF TR DAF-BEAP 30 FT S OF NE COR OF NE 1/4-TH W 172 FT TO ELY LI OF BLAINE FERNADE RD TH SELY ALG LI OF BLAINE FERNADE RD 626 FT-TH E 8 FT-TH N 803 FT TO POB-LESS RDS-SUBJ TO LIFE ESTATE OF JAMES N BLISS RES

**Geographic ID:** 3901125265300000  
**Agent Code:**

**Type:** Real  
**Tax Area:** 2025 - 502 F7 C7  
**Land Use Code:** 11  
**Open Space:** N  
**DFL** N  
**Historic Property:** N  
**Remodel Property:** N

**Multi-Family Redevelopment:** N  
**Township:** T39N  
**Section:** 12  
**Range:** R01E

**Location**  
**Address:** 6886 VISTA DR  
**Mapsco:**  
**FERNDALE, WA**  
**Neighborhood:** 2120012000 SFR-LOT  
**Map ID:**  
**Neighborhood CD:** 2120012000

**Owner**  
**Name:** JAMES N & PATRICIA L BLISS  
**Owner ID:** 19917  
**Mailing Address:** PO BOX 1852  
**% Ownership:** 100.0000000000%

**Pay Tax Due**  
**Taxes and Assessment Details**

**Values**

**Map List**

**Taxing Jurisdiction**

**Improvement / Building**

**Property Image**

**Land**

**Roll Value History**

**Deed and Sales History**

**Payout Agreement**

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Website version: 9.0.37.2400  
Database last updated on: 9/12/2014 1:51 AM  
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Property Search Results > 85472 DELTA PACIFIC LLC for Year 2013 - 2014

Property

Account
Property ID: 85472

Legal Description: LOT 24 DELTA TECH INDUSTRIAL PARK NO 1 SPECIFIC BINDING SITE PLAN AS REC AF 2040903856

Geographic ID: 3901015102980000
Agent Code:

Type: Real

Tax Area: 2025 - 502 F7 C7
Land Use Code 34

Open Space: N
DFL N

Historic Property: N
Remodel Property: N

Multi-Family Redevelopment: N

Township: T39N
Section: 01

Range: R01E

Location
Address: 7135 DELTA LINE RD
         FERNDALE, WA
Mapsco:

Neighborhood: 2120027400
Map ID:

Neighborhood CD: 2120027400

Owner
Name: DELTA PACIFIC LLC
Owner ID: 34932

Mailing Address: 7135 DELTA LINE RD
                  FERNDALE, WA 98248-7704
% Ownership: 100.0000000000%
Exemptions:

Pay Tax Due
Taxes and Assessment Details
Values
Map List
Taxing Jurisdiction
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Website version: 9.0.37.2400
Database last updated on: 9/12/2014 1:51 AM
© N. Harris Computer Corp
Property Search Results > 90052 LLV INVESTMENT GROUP INC for Year 2013 - 2014

Property

Account
Property ID: 90052

Legal Description: LOTS 12-13 GRANDVIEW LIGHT INDUSTRIAL PARK SPECIFIC BOUNDING SITE PLAN NO 2 AS REC BOOK 2 BOUNDING SITE PLANS PG 62-SUBJ TO COVENANT TO BIND PROPERTIES AF 2051203647

Geographic ID: 3902061660420000
Type: Real
Tax Area: 2020 - 502 F7 C6
Open Space: N
Historic Property: N
Multi-Family Redevelopment: N
Township: T39N
Range: R02E

Location
Address: 2380 GRANDVIEW RD FERNDALE, WA
Mapsco: 
Neighborhood: 2120027200
Map ID: 
Neighborhood CD: 2120027200

Owner
Name: LLV INVESTMENT GROUP INC
Owner ID: 69678
Mailing Address: 2380 GRANDVIEW RD FERNDALE, WA 98248-9325
% Ownership: 100.0000000000%
Exemptions: 

Pay Tax Due
There is currently No Amount Due on this property.

Taxes and Assessment Details

Values
Map List
Taxing Jurisdiction
Improvement / Building
Property Image
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Roll Value History
Deed and Sales History
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Website version: 9.0.37.2400  Database last updated on: 10/29/2014 1:51 AM  © N. Harris Computer Corporation
Property Search Results > 90305 CIRBY R CRISP & GINA JOHNSON for Year 2013 - 2014

Property

Account
Property ID: 90305
Legal Description: LOT C CRISP II CLUSTER
SHORT PLAT AS REC BOOK 32
SHORT PLATS PG 21

Geographic ID: 3902072030830000
Type: Real
Tax Area: 2020 - 502 F7 C6
Open Space: N
Historic Property: N
Multi-Family Redevelopment: N
Township: T39N
Range: R02E
Location
Address: 6544 VISTA DR
FERNADE, WA
Neighborhood: 2120011000 SFR-AC
Neighborhood CD: 2120011000

Owner
Name: CIRBY R CRISP & GINA JOHNSON
Mailing Address: 6544 VISTA DR
FERNADE, WA 98248-8715
Owner ID: 32196
% Ownership: 100.0000000000%

Pay Tax Due
There is currently No Amount Due on this property.

Taxes and Assessment Details

Values

Map List

Taxing Jurisdiction

Improvement / Building

Property Image

Land

Roll Value History

Deed and Sales History

Payout Agreement

This website is under active development. Some functionality is not yet available and data is not guaranteed.
Assessor Home Page Treasurer Home Page Full County Map Disclaimer Privacy Policy

Website version: 9.0.37.2400 Database last updated on: 10/29/2014 1:51 AM © N. Harris Computer Corporation
Property Search Results > 90270 T PATRICK & LORI L BROWN for Year 2013 - 2014

Property

Account
Property ID: 90270
Geographic ID: 3902071192220000
Type: Real
Tax Area: 2020 - 502 F7 C6
Open Space: N
Historic Property: N
Multi-Family Redevelopment: N
Township: T39N
Range: R02E

Legal Description: LOT 2 VISTA MAPLES SHORT PLAT AS REC AF 1971102912

Agent Code:
Land Use Code 11
DFL N
Remodel Property: N

Section: 07
Location
Address: 2400 HALF MOON WAY FERNDALE, WA
Mapsco: 
Neighborhood: 2120011000 SFR-AC
Map ID:
Neighborhood CD: 2120011000

Owner
Name: T PATRICK & LORI L BROWN Owner ID: 23469
Mailing Address: 2400 HALF MOON WAY FERNDALE, WA 98248-5409
% Ownership: 100.0000000000%

Pay Tax Due
There is currently No Amount Due on this property.

Taxes and Assessment Details

Values

Map List

Taxing Jurisdiction

Improvement / Building

Property Image

Land

Roll Value History

Deed and Sales History

Payout Agreement

This website is under active development. Some functionality is not yet available and data is not guaranteed.
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Website version: 9.0.37.2400  Database last updated on: 10/29/2014 1:51 AM  © N. Harris Computer Corporation
WHATCOM COUNTY COUNCIL AGENDA BILL

2004-097

CLEARANCES

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SUBJECT:
Closure of a portion of Delta Line Road north of Grandview Road and south of the proposed new road alignment.

ATTACHMENTS:
1. Memo to County Executive and Council
2. Letter from Jones Engineering on behalf of Delta Pacific, LLC
3. Letter from Washington State Department of Transportation
4. Map
5. Proposed Ordinance

SEPA review required? ( ) Yes (X) NO
SEPA review completed? ( ) Yes ( ) NO
Should Clerk schedule a hearing? (X) Yes ( ) NO
Requested Date: 2/24/04

SUMMARY STATEMENT:
Whatcom County has been requested by Jones Engineering on behalf of Delta Pacific, LLC and Washington State Department of Transportation to eliminate the intersection of Delta Line Road at Grandview Road. The construction of a new Delta Line Road alignment access onto Vista Drive 400 feet north of Grandview would allow for the closure of Delta Line Road from the new alignment south to Grandview Road.

COUNCIL ACTION TAKEN:

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Related County Contract #:

Related File Numbers:

Ordinance or Resolution Number (this item): ORD. #2004-008
MEMO TO: The Honorable Pete Kremen, County Executive, and Honorable Members of the Whatcom County Council

FROM: Joseph P. Rutan, Asst. Director/County Road Engineer  
Jeffrey M. Monsen, Public Works Director

DATE: January 27, 2003

SUBJECT: Closure of Delta Line Road North of Grandview and South of the Proposed Delta Line Road Re-alignment

Requested Action:

The Public Works Division of Engineering requests that the proposed ordinance for a partial closure of Delta Line Road be forwarded to the Council for consideration and adoption, see attached map.

Background and Purpose:

Mr. Klaus Klix has proposed a light industrial park off Delta Line road. The current access is onto Grandview Road. The existing intersection of Grandview Road and Delta Line Road does not meet the exiting sight distance requirements within both Washington State Department of Transportation and Whatcom County Public Works standards. The improvements required by both the County and the State would not sufficiently improve the sight distance and related safety concerns at the intersection because of it’s very close proximity to the intersection of Grandview Road and Vista Drive. The alternative is to construct a re-alignment of Delta Line Road so it intersects with Vista Drive about 400 feet north of the Grandview Road and Vista Drive intersection. This alternative route would satisfy the state, county, and the developer.

Information:

Sixteen feet of pavement would remain around the Grange building at the corner of Grandview Road and the existing Delta Line Road. The remaining pavement would be removed. No other property accesses would be affected. The new alignment of Delta Line Road, as shown on the attached map, would be constructed to the necessary width for full development of the industrial park as well as future development.

Enc.
ORDINANCE NO. 2004-008
ORDERING THE CLOSURE OF DELTA LINE ROAD, FROM SR548 TO 0.13 MILES NORTH OF SR548

WHEREAS, the Whatcom County Council has been requested by Ferrotech Incorporated to close a portion of Delta Line Road from SR 548 to 0.13 miles north of SR548, and

WHEREAS, the intersection of Delta Line Road and SR548 lacks the minimum sight distance and minimal turning radius because of the close proximity to the intersection of Vista Drive and SR548, and

WHEREAS, Washington State Department of Transportation would like the intersection of Delta Line Road and SR 548 eliminated because of the above safety hazards, and

WHEREAS, Ferrotech Incorporated has constructed a roadway within dedicated County right-of-way connecting the northern portion of Delta Line Road to Vista Drive, and

WHEREAS, The County Council held a public hearing on the proposed closure on ______, 2004, and is authorized to close the roads according to provisions of RCW 36.32.120.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the Public Works Department of Whatcom County is hereby directed, subject to further consideration for re-establishing access for adjoining property owners and the public, to close Delta Line Road from SR548 to 0.13 miles north of SR548 to vehicular traffic.

BE IT FURTHER ORDAINED that as a condition of closure, Ferrotech Incorporated will install proper signs and barriers approved by Whatcom County Public Works at the approved location allowing pedestrian and no-motorized vehicle access along said portions of closed roads.

ADOPTED this ___ day of ___ , 2004.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Don McShane, Council Chair

Civil Deputy Prosecutor

Pete Kremén, County Executive

Date: 3-5-04
Whatcom County Council

Delivered by fax to
Whatcom County Division of Engineering
Fax No. 676-6558

29 January 2004

Dear Honorable Council Members,

I am writing this letter on behalf of our client Delta Pacific, LLC, in support of the proposed closing of that section of Delta Line Road from it intersection with Grandview Road to a point approximately 385 feet north of that intersection. This closure will coincide with the construction of a connector from Delta Line Road to Vista Drive.

Delta Pacific is in the process of building an industrial park that accesses Delta Line Road. Delta Line Road dead ends against the Burlington Northern Santa Fe rail road right of way, and all traffic from the proposed industrial park area currently must use the above mentioned intersection with Grandview. The Grandview-Delta Line intersection is approximately 200 feet east of the four-way stop at the intersection of Grandview and Vista Drive.

The southerly 600 feet of Delta Line Road has a pavement width of 20 feet. One of the conditions of the preliminary binding site plan is to widen this narrow portion of the road to 24 feet of pavement with 3-foot shoulders. During the review process of these proposed improvements it became apparent that the close proximity of the Delta Line and Vista Drive intersections with Grandview would create an unsafe traffic situation especially with increased truck traffic using Delta Line Road.

Klaus Klix, one of the principals of Delta Pacific, LLC, approached Robert Brandt about the possibility acquiring property for constructing the proposed bypass to Vista Drive. He agreed. The proposal change to the alignment of Delta Line Road is the result multi-party discussions involving the Delta Pacific group, the Whatcom County Engineering Division, Whatcom Land Services, the State Department of Transportation, and Jones Engineers, to arrive at a safe and economical means to access Delta Line Road.

The closure of the portion of Delta Line Road is an important part of the proposed change. With the closure, the paving will be removed from the road so that the Delta Line – Grandview intersection will be eliminated entirely, creating a safer condition for Whatcom County motorists.

On behalf of our client, Delta Pacific, LLC, and Jones Engineers, Inc., I urge you to approve the proposed closure of Delta Line Road.

Thank you for your time and consideration of this matter.

Sincerely,

David New
Jones Engineers, Inc.

4164 Marldian Street • Suite 200 • Bellingham, Washington 98226 • Phone (360) 733-8888 • Fax (360) 671-6666
MAP OF
PROPOSED NEW ROAD ALIGNMENT AND
CLOSURE FOR DELTA LINE ROAD
January 27, 2004

Mr. Joseph P. Rutan, P.E.
Assistant Director
Whatcom County Public Works Department
5280 Northwest Drive, Suite C
Bellingham, WA 98226-9098

SUBJECT: SR-548  MP 0.93 Vic.  CS 3750
Delta Tech Industrial Park
Vista Drive Connector/Delta Line Road Closure

Dear Mr. Rutan:

This letter serves to convey WSDOT’s support for the closure of Delta Line road, at its intersection with SR 542/Grandview Road, and the proposed alternative of constructing a new access to the effected property owners from Vista Drive.

As stated in previous correspondence regarding this issue, the intersection sight distance from the Delta Line Road stop bar onto SR 548 is substandard at 235 feet to the east and 185 feet to the west. The standard for intersection sight distance is 730 feet as per the WSDOT Design Manual, Figure 910-6. The standard (design) stopping sight distance is 460 feet as per WSDOT Design Manual, Figure 650-2.

Based on this information, and the intersections close proximity to the intersection of SR 548/Grandview Road and Vista Drive, WSDOT has serious reservations as to safety with the continued use of Delta Line Road.

WSDOT would like to thank you, and Ms. Mary White of your staff, for your continued efforts to identify and implement a long-term solution to improve highway safety in this location.

If you have any questions, please contact Mr. Roland Storme of our Development Services section at (360) 757-5961.

Sincerely,

Lee Conrad
Area Operations Manager
Northwest Region/Mount Baker Area
REPORT OF THE COUNTY ENGINEER
(Whatcom County Code 12.20.050)

IN THE MATTER OF THE VACATION OF A COUNTY

ROAD A portion of Delta Line Road No. 146

COUNTY ENGINEER'S REPORT

PETITIONED BY Scott Loomer and Iris Loomer et al.

I, the undersigned County Engineer of Whatcom County, State of Washington, being duly directed by the Whatcom County Council to examine and report on County Road Delta Line Road No. 146, proposed for vacation by the petition of Scott Loomer and Iris Loomer et al., did examine said road and report as follows:

IN FAVOR X

Said road should be vacated.

Fair Market Value (12.20.060 E)

0.35 acres (15,440 sq ft) @ $39,063.00

Classification (12.20.060 F)

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<td>Class 2</td>
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<td>Class 4</td>
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<td>Remained unopened for public use for five or more years after the order made or authority granted for opening it.</td>
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<td>Class 5</td>
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<td>Is contained within that portion of a plat which is to be replatted</td>
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<td>Class 6</td>
<td>XX</td>
<td>Abandoned in fact due to relocation of right-of-way</td>
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<tr>
<td>Class 7</td>
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<td>Informalities exist in the records of title which are construed to invalidate and divest the public of any right, title, or interest in the right-of-way.</td>
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The public will be benefited by this vacation. yes X no __

[Signature]

Whatcom County Engineer

[Date] 4/8/15
COMPARATIVE MARKET ANALYSIS – BRIDGEWATER STREET (SHIPYARD ROAD) AND DEARBORN AVENUE ROAD VACATION PETITION

PETITIONER: Scott Loomer and Iris Loomer et. al
PROPERTY LOCATION: In the vicinity of the intersection of Vista Drive and Grandview Road
OWNER NAME: Whatcom County
CURRENT USE: Road Right-of-way
AREA ZONING: Light Impact Industrial (LII)

BACKGROUND:
Pursuant to Whatcom County Ordinance No. 1-72, dated February 14, 1972, Scott Loomer and Iris Loomer et. al. are petitioning the County to vacate an area of approximately 15,440 square feet, more or less, of Delta Line Road right-of-way.

SALES RELIED ON:

Two comparable land sales were used to prepare this market evaluation of the subject property and they sold between December 2012 to January 2014. Sale prices ranged from $3.42 to $3.99 per square foot. Due to the limited amount of comparable land sales available, the assessed land value of the parcels involved in the road vacation were considered as well.

Comparable #1 is located at 2673 Delta Ring Road, approximately 3,200 feet north of the subject property. It is approximately 1.14 acres and is vacant land. It sold on January 24, 2014 for $170,000 or $3.42 per square foot.

Comparable #2 is located at 6990 Salashan Parkway, approximately 1,800 feet north of the subject property. It is approximately 4.31 acres and is vacant land. It sold on December 18, 2012 for $750,000 or $3.99 per square foot.

An extensive search for other comparable land sales in the vicinity was completed but other than the above comparable properties no other properties that matched the subject’s zoning were found. The average assessed value of the land of the three parcels involved in the road vacation (390206015071, 390101518015, 390206015014) is $2.53 per square foot. Comparable properties 1 and 2 have the same zoning as the subject property and are located fairly close, however; they are both located in established industrial park developments with established utilities and access and are thus superior to the subject property. Because of those factors the averaged assessed value of land of the parcels involved in the proposed road vacation was considered and is relied on most heavily for the Fair Market Value.

RECOMMENDED COMPENSATION TO COUNTY for 15,440 net square feet X $2.53 PSF = $39,063.00

Prepared By: Andrew Hester, Real Estate Coordinator
Whatcom County Public Works

Date: 6-8-2015

This market analysis does not constitute an appraisal as defined by USPAP.
WHATCOM COUNTY COUNCIL AGENDA BILL

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**TITLE OF DOCUMENT:**
An Ordinance Amending Whatcom County Code Title 3 to Change the Expiration Date of the Sales and Use Tax for Public Facilities in Rural Counties

**ATTACHMENTS:**
Ordinance

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**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

The attached ordinance changes the expiration date of the sales tax from July 31, 2024 to July 31, 2032 as authorized in RCW 82.14.370 (4) (b). The tax imposed under RCW 82.14.370 is a deduction from the amount paid to the Department of Revenue and is not an increase to purchasers in Whatcom County.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
ORDINANCE NO. __________

AMENDING WHATCOM COUNTY CODE TITLE 3 TO CHANGE THE EXPIRATION DATE OF THE SALES AND USE TAX FOR PUBLIC FACILITIES IN RURAL COUNTIES

WHEREAS, Ordinance 2007-035 amended Section 3.34.020 of the Whatcom County Code to exercise the local option to increase the sales and use tax rate for public facilities in rural counties to 0.09 percent in accordance with RCW 82.14.370, and,

WHEREAS, the effective date of that change was August 1, 2007, and,

WHEREAS, RCW 82.14.370 (4) (b) states “For counties imposing the tax at the rate of 0.09 percent before August 1, 2009, the tax expires on the date that is twenty-five years after the date that the 0.09 percent tax rate was first imposed by the county.”, and,

WHEREAS, Sections 3.34.010, 3.34.020 and 3.34.070 currently state the expiration date as July 31, 2024,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Whatcom County Code Section 3.34 is hereby amended as indicated in Exhibit A to this ordinance.

ADOPTED this ____ day of _________________, 2015.

ATTEST:

Dana Brown-Davis, Council Clerk

Carl Weimer, Chair of the Council

APPROVED AS TO FORM:

Daniel L. Gibson

( ) Approved ( ) Denied

Jack Louws, County Executive

Date: __________________________
EXHIBIT A

3.34.010 Sales or use tax imposed.
Pursuant to RCW 82.14.370, there is hereby imposed a sales or use tax, as the case may be, upon every taxable event, as defined in RCW 82.14.020, occurring within Whatcom County. The tax shall be imposed upon and collected from those persons from whom the state sales or use tax is collected pursuant to Chapter 82.08 or 82.12 RCW. The tax imposed by this section is in addition to that imposed under Chapter 3.32 WCC and shall take effect immediately upon approval, and shall expire July 31, 2024. (Ord. 99-032).

3.34.020 Tax rate.
The rate of the tax imposed by this chapter on each taxable event shall be 0.04 percent through December 31, 1999, 0.08 percent beginning January 1, 2000, through July 31, 2007, 0.09 percent beginning August 1, 2007, through July 31, 2024, applied to the selling price or value of the article used, as the case may be. (Ord. 2007-035 Exh. A; Ord. 99-032).

3.34.070 Effective date and expiration date.
The ordinance codified in this chapter shall take effect immediately upon approval, and shall expire on July 31, 2024. (Ord. 99-032).